

ZB# 92-1

Anthony DeDominicis

68-3-12

Prelim. Meeting:

(Ref. by P.B.)

Mar. 9, 1992

Tabled. - Pd. would
like to see sketch of Bldg.

OCPD ~~has~~ notified ~~4/12/92~~
List here

Fees: { 150.00 Paid
250.00 1/30/92.

2nd Prelim. -

Apr. 13, 1992.

- ① Copy of Deed
- ② Title Policy
- ③ Photos & we have.
- ④ OCPD ~~to be~~ 4/14/92.

Notice faxed to
Sentinel on 4/14/92, &

P.H. - Apr. 27, 1992

Decision to be

made at 5/11/92
meeting pending OCPD
review.

Area Variances

Granted on 5/11/92.

~~Need Attorney's Fee:~~

92-1- DeDominicis, Anthony
Area Variances - Ref. by P.B.

TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, NY 12550

GENERAL RECEIPT

12790

Received of

Antonio DeDominicus

\$ 150.

July 28 1992

One Hundred Fifty

00

DOLLARS

For

ZBA Application Fee #92-10

DISTRIBUTION:

FUND	CODE	AMOUNT
<u>CR 346</u>	<u>7</u>	<u>150.00</u>

By

Pauline M Townsend

Town Clerk

Title

© WILLIAMSON LAW BOOK CO., VICTOR, N.Y. 14564

U 077 63 - Maurice, 1 RANK



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

(914)563-4630

June 28, 1994
FAX: 914-563-4693

Mr. Antonio Dedominicis
P. O. Box 327
Cornwall, N. Y. 12518

RE: EXTENSION OF VARIANCE #92-1

Dear Tony:

This is to confirm that an additional one-year extension of the above-entitled variance was granted at the June 27, 1994 meeting of the Zoning Board of Appeals. The variance is now extended to June 27, 1995. However, if you require an additional extension after this period expires, the Board requests your personal appearance.

If I can be of further assistance to you, please do not hesitate to contact me.

Very truly yours,

PATRICIA A. BARNHART, Secretary
Zoning Board of Appeals

/pd

cc: Building Inspector Babcock
Town Planning Board

Rec'd. 6/13/94
ZBA (PAB)

cc: ZBA

P. O. Box 327
Cornwall, N. Y. 12518
June 8, 1994

Zoning Board of Appeals
Town Hall - 555 Union Avenue
New Windsor, N. Y. 12553

RE: EXTENSION OF VARIANCE #92-1

Gentlemen:

This is a request for a further extension of my variance which was granted on July 13, 1992. Because of the downward swing in the economy over the past several years, I have not been able to start construction of my project and I am now faced with the fact that my variance will expire on July 13, 1994 if a further extension is not permitted.

Thank you for your consideration of this request.

Very truly yours,

Antonio Dedominicis

Antonio Dedominicis

June 14, 1993

47

RECEIVE AND FILE - REQUEST FROM ANTONIO DEDOMINICIS FOR
EXTENSION OF VARIANCE

MR. NUGENT: On July 13, formal decision was received on the above matter which granted area variances. This was on Old Temple Hill Road and Route 300.

MR. LUCIA: It's two doors away.

MR. TANNER: Went front to back from one street to the other.

MR. LUCIA: Yes.

MR. HOGAN: For my clarification, this is, these variances were requested on an existing building?

MR. NUGENT: Yes.

MR. LUCIA: Change of use I think.

MR. NUGENT: And they were granted.

MR. TANNER: Just a building he was remodeling in a commercial piece.

MR. NUGENT: And they were granted the board granted them what he is doing is he's seeking another year extension.

MR. TORLEY: Given the economy of the past year, I'd be happy to.

MR. LANGANKE: I don't see why we can't do it.

MR. HOGAN: So moved.

MR. TANNER: Second it.

ROLL CALL

MR. TORLEY	AYE
MR. NUGENT	AYE
MR. TANNER	AYE
MR. HOGAN	AYE

June 14, 1993

48

MR. LANGANKE AYE

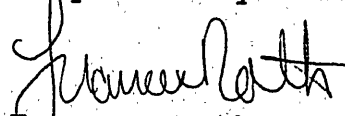
MR. TANNER: I make a motion that we adjourn the meeting.

MR. HOGAN: Second it.

ROLL CALL

MR. TORLEY	AYE
MR. NUGENT	AYE
MR. TANNER	AYE
MR. HOGAN	AYE
MR. LANGANKE	AYE

Respectfully Submitted By:



Frances Roth
Stenographer

7/1/93



TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

(914)563-4630

June 15, 1993
FAX:914-563-4693

Mr. Antonio Dedominicis
P. O. Box 327
Cornwall, N. Y. 12518

RE: EXTENSION OF VARIANCE #92-1

Dear Mr. Dedominicis:

This is to confirm that a one-year extension of the above-entitled variance was granted at the June 14, 1993 meeting of the Zoning Board of Appeals. Since the formal decision granting the variance was approved on July 13, 1992, you have until July 13, 1994 to diligently pursue this variance.

If I can be of further assistance to you, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in cursive script that reads 'Patricia A. Barnhart'.

PATRICIA A. BARNHART, Secretary
Zoning Board of Appeals

/pd

cc: Building Inspector Babcock
Town Planning Board

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR

-----x

In the Matter of the Application of

ANTONIO DEDOMINICIS

DECISION GRANTING
AREA VARIANCES

#92-1.

-----x

WHEREAS, ANTONIO DEDOMINICIS, P. O. Box 327, Cornwall, New York 12518, has made application before the Zoning Board of Appeals for 3,588 s.f. lot area, 89.4 ft. lot width, 13.70 ft. side yard, 21.80 ft. total side yards and 20.57 ft. building height variances for conversion of existing residential dwelling to retail stores on property located on Route 300 and Old Temple Hill Road in a C zone; and

WHEREAS, a public hearing was held on April 27, 1992 and adjourned to, and continued on, May 11, 1992, before the Zoning Board of Appeals at the Town Hall, 555 Union Avenue, New Windsor, New York; and

WHEREAS, the applicant was represented at said public hearing by Martin Rogers, P. E. of the office of Paul V. Cuomo, P. E. and spoke in support of the application; and

WHEREAS, there were no spectators present at the public hearing; and

WHEREAS, the application was unopposed; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that applicant is seeking permission to vary the provisions of the bulk regulations pertaining to lot area, lot width, side yard, total side yard, and building height in order to convert his existing residential dwelling into retail stores in a C zone.

3. The evidence presented by applicant substantiated the fact that the variances for less than the allowable lot area, lot width, side yard, total side yards and building height, would be required in order to convert the existing residential dwelling to retail use in a C zone.

4. The evidence presented by the applicant indicated that the

existing residential dwelling, the existing size lot, together with all existing lot width, side yards and building height pre-exist the adoption of C zone for this parcel in the Zoning Local Law of the Town of New Windsor.

5. Thus, it is the finding of this Board that the applicant's parcel is pre-existing and non-conforming, and thus may continue to be used for its present residential use without the necessity of any variances.

6. The applicant now seeks to convert the use of the property to retail stores, a use permitted in the C zone. Such a change in use requires site plan approval from the Planning Board. Since the Applicant's parcel is deficient with respect to several bulk requirements, the Planning Board referred the applicant to the Zoning Board of Appeals for a determination on the several area variances requested.

7. This Board notes that, although the applicant is required to obtain the several area variances which are the subject of this application solely by virtue of the change of use of the property to a permitted use in the C zone, the proposed reconstruction of the building does not create the need for any of the area variances sought. The existing building on the existing size lot would generate the need for exactly the area variances sought on this application. The applicant is planning to extend the existing building to the rear but this does not create the need for any new area variances.

8. The evidence further presented by the applicant indicated that the applicant does not own either adjacent lot and thus cannot obviate the necessity of seeking variances by expanding the lot size.

9. The evidence presented by the applicant also showed that the applicant cannot obtain a reasonable return on the property by continuing to use it for residential use in a C zone. The applicant believes that, at the present time, if the property is upgraded to the permitted use as retail stores in the C zone, he will be able to realize a reasonable return on the property.

10. It is the finding of this Board that the applicant has made a sufficient showing of significant economic injury from the application of the bulk requirements to his lot because, after considering the cost of the parcel and the carrying charges with the value of the parcel as zoned (C zone), it is apparent that the applicant must be able to use the parcel for uses permitted in the C zone (as retail stores), rather than being confined to the pre-existing, non-conforming residential use, which would deprive him of any use permitted in the C zone to which the property is reasonably adapted.

11. Since the applicant is not creating the need for the requested area variances by any extension of the existing building, it is the finding of this Board that the applicant's variance requests are the minimal variances which will allow him to use the

property for retail stores, a use permitted in the C zone.

12. It is the finding of this Board that the applicant has made a sufficient showing of practical difficulty, entitling him to the requested area variances.

13. The requested variances are not substantial in relation to the bulk regulations for lot area, lot width, side yard, total side yards and building height given the fact that each of these variance requests are generated by the pre-existing, non-conforming building presently on the site, which now requires the variances sought solely by a change of use to a use permitted in the C zone (retail stores). Thus, no new nonconformations are created by granting these variances.

14. The requested variances will not result in substantial detriment to adjoining properties nor change the character of the neighborhood.

15. The requested variances will produce no effect on the population density or governmental facilities.

16. There is no other feasible method available to applicant which can produce the necessary results other than the variance procedure.

17. The interests of justice would be served by allowing the granting of the requested variances.

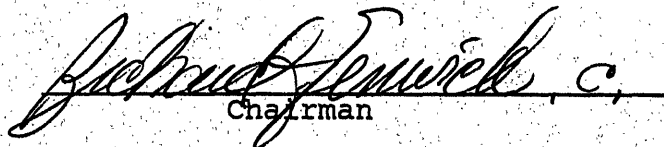
NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANTS the following variances in accordance with plans filed with the Building Inspector and presented at the public hearing: (1) 3,588 s.f. lot area, (2) 89.4 ft. lot width, (3) 13.70 ft. side yard, (4) 21.80 ft. total side yards and (5) 20.57 ft. building height, all subject to the applicant securing site plan approval from the Planning Board of the Town of New Windsor for the applicant's proposed change of use of the premises to retail stores.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: July 13, 1992.


Chairman

(ZBA DISK#8-120485.FD)

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Dodominicis, Antonio

FILE # 92-1

RESIDENTIAL: \$50.00

COMMERCIAL: \$150.00

APPLICATION FOR VARIANCE FEE \$ 150.00 pd. 1/30/92.

* * * * *

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 250.00 pd. 1/30/92

OK #347.
turned over
to Larry
7/24/92.

DISBURSEMENTS -

STENOGRAPHER CHARGES:

PRELIMINARY MEETING - PER PAGE 3/9/92 - 40 pages . . . \$ 45.00
 2ND PRELIM. MEETING - PER PAGE 4/13 - 70 pages . . . \$ 31.50
 3RD PRELIM. MEETING - PER PAGE . . . \$.
 PUBLIC HEARING - PER PAGE 4/27/92 - 5 pages . . . \$ 22.50
 Decision: 5/11/92 - 1 page - - - - - TOTAL - - - \$ 103.50

ATTORNEY'S FEES:

PRELIM. MEETING- .4 HRS. \$
 2ND PRELIM. .1 HRS. \$
 3RD PRELIM. .5 HRS. \$
 FORMAL DECISION 1.9 HRS. \$
 TOTAL HRS. 2.9 @ \$ 150 PER HR. \$ 435.00
 TOTAL \$ 435.00

Pwr Hearing

MISC. CHARGES:

21 letters at 29¢ ea. - Postage \$ 6.09
 TOTAL \$ 544.59

LESS ESCROW DEPOSIT . . . \$ 250.00
 (ADDL. CHARGES DUE) . . . \$ 294.59
 REFUND TO APPLICANT DUE . \$



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

21

February 4, 1992

Antonio & Giencinta DeDominicis
PO Box 327
Cornwall, New York 12518

Re: Variance List 500 ft./ 68-3-12

Dear Mr. & Mrs. DeDominicis:

According to our records, the attached list of property owners are within five hundred (500) ft. of the above referenced property.

The charge for this service is \$45.00, minus your deposit of \$25.00. Please remit balance of \$20.00 to the Town Clerk's office.

Sincerely,

Leslie Cook (CP)

LESLIE COOK
Sole Assessor

LC/cp
Attachment

cc: Patricia Barnhart

Gualtieri, Clarence & Lorraine
32 Stony Run Road
Newburgh, NY 12550 ✓

Kodsi, Moshe & Godsi Mayer
PO Box 575
Vails Gate, NY 12584 ✓

Orange County I.D.A.
c/o Strober King Building Supply
PO Box 726
Vails Gate, NY 12584 ✓

Sy Realty Corp.
550 Hamilton Ave
Brooklyn, NY 11232 ✓

Strober, Eric D. &
Yankulis, John
c/o Temple Hill Property
550 Hamilton Ave
Brooklyn, NY 11232 ✓

DeCouto, Terry C. & Lorraine
132 Old Temple Hill Road
New Windsor, NY 12553 ✓

Sheafe, Wayland H. & Joy C.
Box 21, Route 207
Rock Tavern, NY 12575 ✓

Panella, Emilio as Trustee
PO Box 573
Vails Gate, NY 12584 ✓

Tornatore, Antonio & Gemma
82 Continental Drive
New Windsor, NY 12553 ✓

Nichols, Walter L. & Louella
PO Box 579
Vails Gate, NY 12584 ✓

Betrix, David B. & Elizabeth A.
PO Box 465
Vails Gate, NY 12584 ✓

Taravella Frances T.
Box 94 Old Temple Hill Road
Vails Gate, NY 12584 ✓

Andrews, Eugene L. & Ruth
PO Box 292
Vails Gate, NY 12584 ✓

Babcock, Robert & Catherine
Box 537
Vails Gate, NY 12584 ✓

Kelly, Katherine
Box 38
Vails Gate, NY 12584 ✓

Bila Partners
158 North Main Street
Florida, NY 10921 ✓

Rosenberg, William & Viola
c/o Big V Supermarket
176 North Main Street
Florida, NY 10921 ✓

Lawton, Edith B.
PO Box 653
Vails Gate, NY 12584 ✓

Beck, Raymond J. Jr. & Pauline A.
Box 498
Vails Gate, NY 12584

Route 300 Associates
c/o John Yanaklis
550 Hamilton Ave.
Brooklyn, NY 11232 ✓

VGR Associates
c/o Howard V. Rosenblum
300 Martine Ave
White Plains, NY 10601 ✓

Date 6/13/92, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12550

TO Frances Roth 38a Moores Hill DR.
New Windsor, Ny 12553

DATE			CLAIMED	ALLOWED
5/11/92	Zoning Board Meeting		75	00
	Misc - 1			
	DeDominicis - 1	4.50		
	Mugnano - 8 pgs	36.00.		
	Bonet - 11 pgs	49.50.		
	Fitzgerald - 6	22.00.		
	Shupe - 3	13.50.		
	DeCanto - 8	36.00.		
	Borden - 10	45.00.		
			291	00

STATE OF NEW YORK,
TOWN OF NEW WINDSOR

ss.

I hereby certify, that the items of this account are correct; that the disbursements and services charged therein have in fact been made and rendered, and that no part thereof has been paid or satisfied, that the amount herein mentioned is in full settlement for all services rendered and materials furnished.

Sign Here

Francis Pott

No.

Town of New Windsor

Nature

Amount Claimed \$

Amount Allowed \$

Filed

I hereby certify that at a meeting of
said Town Board held at the office of the
Town Clerk on the day
of, 19.....
the within claim was audited and allowed
for the sum of

\$

Clerk

May 11, 1992

2

~~DECISION: DEDOMINICIS, ANTONIO - PENDING REVIEW~~
~~BY OCEP~~

MR. FENWICK: We still have open the formal hearing, public hearing on the Antonio DeDominicis waiting for review from the Orange County Planning Board. We have that now. Is there anyone here in reference to that? At this time, we'll close that public hearing. I'll read into the minutes we've got notification back from the Orange County Planning Board, there's no significant intercommunity or county-wide concerns to bring to your attention. Signed by Vincent Hammond. Do we have anymore questions about this? Everybody is familiar with this? We have a motion to grant the variance?

MR. NUGENT: I'll make that motion.

MR. TANNER: I'll second it.

ROLL CALL

MR. TORLEY	AYE
MR. TANNER	AYE
MR. NUGENT	AYE
MR. FENWICK	AYE

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

92-1

Date: 2/28/92

I. Applicant Information:

- (a) DEDOMINICIS, ANTONIO and GIANCINTA, P.O. Box 327, Cornwall, NY x
(Name, address and phone of Applicant) (Owner)
- (b) -
(Name, address and phone of purchaser or lessee)
- (c) -
(Name, address and phone of attorney)
- (d) PAUL V. CUOMO ENGINEERING, Stewart Intl. Airport, New Windsor, N.Y.
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- ☐ Use Variance ☐ Sign Variance
- ☒ Area Variance ☐ Interpretation

III. Property Information:

- (a) C 120 Old Temple Hill Road 68-3-12 36,412 s.f.+
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? n/a
- (c) Is a pending sale or lease subject to ZBA approval of this application? No
- (d) When was property purchased by present owner? 7/13/90
- (e) Has property been subdivided previously? No
- (f) Has property been subject of variance previously? No
If so, when? -
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? No
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: n/a
- _____
- _____
- _____
- _____

IV. Use Variance. n/a

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow:
(Describe proposal) _____
- _____
- _____
- _____
- _____

(b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Use/Bulk Regs., Cols C,D,I & F.

Requirements	Proposed or Available	Variance Request
Min. Lot Area 40,000 s.f.	36,412 s.f.	3,588 s.f.
Min. Lot Width 200 ft.	110.60 ft.	89.4 ft.
Reqd. Front Yd. 60 ft.	76.7 ft.	-
Reqd. Side Yd. 30 ft.	16.3/31.9 ft.	13.7 ft./21.80 ft.
Reqd. Rear Yd. 30 ft.	139 ft.	- both sides
Reqd. Street Frontage*	-	-
Max. Bldg. Hgt. 5.43 ft.	16 ft.	20.57 ft.
Min. Floor Area* 0.5 ft.	0.152	-
Dev. Coverage* n/a %	n/a %	- %
Floor Area Ratio** -	-	-
Parking Area 35.31	39	-

* Residential Districts only

** No-residential districts only

(b) The legal standard for an "area" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also set forth any efforts you may have made to alleviate the difficulty other than this application.
(See attached Schedule A)

VI. Sign Variance:

(a) Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

	Requirements	Proposed or Available	Variance Request
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
Sign 5	_____	_____	_____

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size

signs.

(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation.^{n/a}

(a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

(b) Describe in detail the proposal before the Board:

VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

Applicant intends to renovate the existing single-family structure and convert to a retail structure which will house three or four stores. Applicant ensures that the quality of the zone will be maintained.

IX. Attachments required:

- ☒ Copy of referral from Bldg./Zoning Insp. or Planning Bd.
- ☒ Copy of tax map showing adjacent properties.
- ☐ Copy of contract of sale, lease or franchise agreement.
- ☒ Copy of deed and title policy.
- ☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
- ☐ Copy(ies) of sign(s) with dimensions and location.
- ☒ Check in the amount of \$150.00 & payable to TOWN OF NEW WINDSOR. \$250.00
- ☒ Photographs of existing premises which show all present

X. Affidavit.

Date: February, 1992

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE)

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/or information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.

Antonio DeDominicis

(Applicant)

ANTONIO DEDOMINICIS

Sworn to before me this

9th day of February March, 19 92.

XI. ZBA Action:

Patricia A. Barnhart
PATRICIA A. BARNHART
Notary Public, State of New York
No. 01BA4904434
Qualified in Orange County
Commission Expires August 31, 1993.

(a) Public Hearing date: _____

(b) Variance: Granted ☐ Denied ☐

(c) Restrictions or conditions: _____

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)

RE: DEDOMINICIS, ANTONIO - #92-1
CONVERSION-SINGLE-FAMILY RESIDENCE TO COMMERCIAL IN C ZONE
LOCATION: 120 OLD TEMPLE HILL ROAD

Applicant is seeking to convert his single-family residential dwelling, located in a C (design shopping) zone, to a retail use which is allowed in a C zone, however, the conversion from residential to retail stores (3 or 4) will require Applicant to seek the above area variances in order to comply with bulk regulations in a C zone. The proposed structure will not create any new area variances and will not be any closer to the property lines as exists at the present time. The only reason Applicant must apply is due to the fact that Applicant must conform to the bulk regulations for retail use. In fact, even if Applicant were not going to construct an addition to his building, Applicant would have to apply since a change of use is requested from residential to retail.

When the Town created the C zone, Applicant's substandard lot was already pre-existing and there would be no way that Applicant could conform to the bulk regulations in a C zone if he were to convert his single-family residential dwelling to retail use. For this reason Applicant feels that he meets the legal test of practical difficulty since he would never be able to conform to the requirements in a C zone.

Applicant feels that by upgrading his parcel to commercial use he would be able to obtain a reasonable return for his investment compared to what the parcel would be worth if it was a residential use in a C zone.

Applicant feels that the aforesaid circumstances and conditions are such that the strict application of the provisions of the local law would deprive the applicant of a reasonable use of his land since it is a pre-existing parcel.

Applicant also feels that the plight of the applicant is due to unique circumstances and not to general conditions suffered by other persons within the same zone.

The proposed variance will not result in substantial detriment to the adjoining properties or change the character of the neighborhood.

SCHEDULE A



MARY MCPHILLIPS
County Executive

**Department of Planning
& Development**

124 Main Street
Goshen, New York 10924
(914) 294-5151

PETER GARRISON Commissioner
VINCENT HAMMOND Deputy Commissioner

**ORANGE COUNTY DEPARTMENT OF PLANNING & DEVELOPMENT
239 L, M or N Report**

This proposed action is being reviewed as an aid in coordinating such action between and among governmental agencies by bringing pertinent inter-community and Countywide considerations to the attention of the municipal agency having jurisdiction.

Referred by Town of New Windsor D P & D Reference No. NWT 11 92 M
County I.D. No. 68 / 3 / 12

Applicant Antonio DeDominicis

Proposed Action: Area Variance - Conversion From (R-4) single-family Residence to R.S.

State, County, Inter-Municipal Basis for 239 Review Within 500 ft. of NYS Hwy. 300

Comments: ..There are no significant inter-community or Countywide concerns to bring to your attention.

Related Reviews and Permits _____

County Action: Local Determination XX Disapproved _____ Approved _____

Approved subject to the following modifications and/or conditions: _____

4/28/92

Date

Peter Garrison
Commissioner

Date 7/29/12, 19.....

TOWN OF NEW WINDSOR

**TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12550**

TO Francis Rm 389 Morris Hill Rd DR.

New Windsor - Ny 12563

[illegible]

DE DOMINICIS, ANTONIO

MR. FENWICK: Request for 3,588 s. f. lot area, 89.4 ft. lot width, 13.70 ft. side yard, 21.80 ft. total side yard and 20.57 ft. building height variances for conversion of existing residential dwelling to retail building located on Old Temple Hill Road in a C zone. (68-3-12)

Mr. Martin Rogers came before the board.

MR. ROGERS: This elevation at the bottom is facing Route 300. Elevation at the top is facing Old Temple Hill Road. Paul wasn't sure if you were totally aware which side of this building was facing which end. We have practical difficulty with the lot area just due to the lot size and there's Babcock's Used Cars on one side, he's already using his lot and I'll show you that on the site plan, he's using his lot up to this area here and he's got a chainlink fence here where he has his cars already housed. And on the other side is a single family residence. We also need lot width due to the same reasons, you know, the lot is constrained between two other lots and the side yards are based on the existing house as it stands now. We're not encroaching any farther into the side yards with any new construction or additions for the retail building. And the building height is also based on existing house. It is for the most part one story dwelling but there's a two story area in the central portion over it between there's a family room on one side and garage on the other. That's about the 26 feet high that we show as existing. It may actually be a little more because the first floor is over two feet above grade as it stands now. So we'd like to ask for a variance on that building height and we're keeping the same height on this section of where we're building with the existing building and adding to the, in this area here and then the other area that faces 300 is only a couple feet shorter about 24.

MR. FENWICK: Just to understand this, you're not any higher than the structure?

MR. ROGERS: We're not going any higher than the structure as it is now and if we find in the field when they go to lay this out that the structure is actually

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lower, this roof line will then conform in with that existing roof line.

MR. FENWICK: Any questions?

MR. KONKOL: Did they eliminate the apartment that was going to be in there?

MR. ROGERS: Yes, that was never even a concern.

MR. FENWICK: What would the upstairs be used for now?

MR. ROGERS: The place that we would have upstairs actually there wouldn't be a full second story on it. There'd be areas that may be used for storage and since we have no basement, that would fall into the 1/3 area of the space below and we'd have to be only accessed by the tenant space that it is in due to fire concerns with fire walls and we may get utilities up there, furnaces and hot water heaters. And there's not full ceiling height so it couldn't be developed into actual space, it's 6 feet at the most, depending on which roof.

MR. NUGENT: How long has this be a C zone, just ballpark?

MR. BABCOCK: It hasn't changed since I worked here and that's over six years. It's always been C zone.

MR. NUGENT: Basically we're really not giving him any variances that he didn't need already.

MR. BABCOCK: Right, exactly.

MR. LUCIA: Just change of use that triggers.

MR. NUGENT: Change in use, that's all.

MR. BABCOCK: Right.

MR. NUGENT: I have no further questions.

MR. TANNER: None.

MR. KONKOL: No questions on this.

MR. FENWICK: Dan, I'm going to ask you to put the proper questions forward to satisfy our--

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MR. LUCIA: Just have a couple questions. Thank you for providing copy of the deed and title policy. They make reference to covenants and restrictions and easements, do you have any knowledge of any covenants, restrictions or easements which would prohibit the construction for which you're now applying for relief?

MR. ROGERS: No, I do not and I don't believe the surveyor does either.

MR. LUCIA: I'd like to spend a minute on reasonable return. I know it's covered in your application. I want you to put it on the record. If the applicant continued to use the property for residential use in a C zone, is it your opinion that he can obtain a reasonable return on the property?

MR. ROGERS: No, it's actually getting harder for him as time goes along, as everything along this area converts over to commercial to rent it out at a reasonable rate of return for him, for what he invested in the property.

MR. LUCIA: If the board chooses to grant this variance and he uses it for a use permitted in the C zone, can he then get a reasonable return on the property?

MR. ROGERS: At this time, yes.

MR. LUCIA: I have no further questions. I should point out though that I think we're going to have to adjourn the public hearing rather than close it and vote on it. The notification to the Orange County Planning Department went out on April 14. We've not received a reply from them and we're bound to either receive the reply or wait 30 days.

MS. BARNHART: I tried to get them on the phone today but I talked to one person out there and she was out to lunch, yeah. I tried to get her to fax something to me as part of the review process which they never review anything as far as I know but I couldn't.

MR. FENWICK: If you get a hold of one of the forms you can get a lot of stuff through, just keep sending them over. At this time, I'd like it to be shown for the record that there was no one in the audience here in reference to the public hearing or in reference to

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anything for that matter.

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MR. NUGENT: Does that mean we can't vote?

MR. LUCIA: We have no power to vote until we either get a reply or 30 days has passed, it's a jurisdictional issue. What I would suggest we adjourn it to the May 11th meeting which still isn't 30 days but hopefully by then we'll have a response. If we do not have a response, we'll have to adjourn again but try and close it and vote on it as soon as possible.

MR. ROGERS: Okay.

MR. FENWICK: Any problems you see with this?

MR. BABCOCK: No, not at all.

MR. FENWICK: Looks like a pretty good presentation.

MR. LUCIA: Need a motion to adjourn to the May 11th meeting.

MR. NUGENT: I'll make that motion.

MR. TANNER: I'll second it.

MR. FENWICK: Are we getting all the questions satisfied?

MR. LUCIA: Yes, I have. The application was complete and he said on the record the parts of it that I needed.

MR. FENWICK: We have our checks?

MS. BARNHART: Yes.

MR. FENWICK: Roll call.

ROLL CALL

MR. KONKOL	AYE
MR. TANNER	AYE
MR. NUGENT	AYE
MR. FENWICK	AYE

MR. LUCIA: It's adjourned for all purposes so you may want to come back on May 11 in case somebody comes back

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and raises an issue.

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Date 9/12/12 19.....

TOWN OF NEW WINDSOR

**TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12550**

TO Frances Roth 384 Moores Hill Rd DR.
New Windsor, N.Y. 12553

DATE		CLAIMED	ALLOWED
4/13/92	Zoning Board Meeting	75 00	
	Misi - 2 pgs	9 00	
	Do Dominicus - 7	31 50	
	Betts - 7	31 50	
	Stent - 7	31 50	
	Morin - 29	136 50	
	Dantas - 12	54 00	
		<hr/>	
		363 00	

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DEDOMINICIS, ANTONIO

Mr. Fenwick: Second Preliminary Meeting. Referred by Planning Board. Request for 3,588 s.f. lot area, 89.4 ft. lot width, 13.70 ft. side yard, 21.80 ft. total side yard and 10/57 ft. building height variances for conversion of existing residential dwelling to retail building located on Route 300 and Old Temple Hill Road in a C Zone.

Paul Cuomo came before the board representing this proposal along with Antonio DeDominicis.

MR. CUOMO: We were here last time, we didn't have a good idea what the building looked like. This is the pictures of the building at the present time. The other thing is the variance on the height. We're allowed 5.34, we need two, well we need two heights, one is 18.57 and one is 23.57. The height will be no more than what the building is now that you see in the photos. I'm going to show you what the height, what the building rendering of the building will be. This is the rear of it and this is the front and this is the side.

MR. FENWICK: When you say rear.

MR. TANNER: The front facing on which road?

MR. CUOMO: This will be facing on Old Temple Hill Road.

MR. TANNER: The back is on 300?

MR. CUOMO: Right. Now, the heights are spelled out here. This is 24 feet high, this is the front peak here and this is the back height is 20, I can't hardly read it, 26 feet. But that's exactly the height of the building now. Maybe I should put this over here for a second and show you, Tony, you can hold it there, the site plan so shows more or less this is the existing building in front here, you see that and this is the rear. This view here right here is this view right here. This view here is the back of the building. And this is where all parking is. We have enough parking we're not going to have as we had last time apartments or anything like that. And Tony has in mind four retail stores more or less.

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MR. DEDOMINICIS: Either three or four.

MR. CUOMO: As you can see, it's quite a pleasant looking building. He's approved all this so this is the way it will end up.

MR. FENWICK: What's going to happen to this one, it's going to get leveled?

MR. CUOMO: No, no, we're going to build around that.

MR. NUGENT: You have existing roof heights now you're not changing anything?

MR. CUOMO: No we're not changing the heights.

MR. BABCOCK: He's changing the use of the building since it's a C Zone.

MR. NUGENT: Changing from residential to whatever.

MR. BABCOCK: Commercial retail so he has to meet the code of today for retail in a commercial zone and that's what the variances are based on right now.

MR. CUOMO: One height in the rear would be 20.5 and in the back, in the front will be 18.57 as we're allowed 5.43.

MR. LUCIA: I see all of your variances refer to the area and bulk of the lot itself, except the 10.57 building height variance, is that correct?

MR. CUOMO: Unfortunately or not, we didn't have the architectural rendering in place and we know exactly now what it is going to look like. At that time when I came in before--

MR. LUCIA: The point I'm trying to establish the only height having to do with your new construction is the building height variance and you say that's no greater than the height of the existing building there?

MR. CUOMO: Yes, everything else will be the same.

MR. BABCOCK: Just for the record we should change it if the total height is 26 right now we're indicating that's 16.

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MR. FENWICK: We want that all corrected.

MR. CUOMO: That has to be corrected. I corrected it here but I didn't correct it there.

MR. BABCOCK: What's the highest?

MR. CUOMO: The highest would be 20.57.

MR. BABCOCK: I thought you had said 26.

MR. CUOMO: We're allowed 5.43.

MR. BABCOCK: It's 20, it's 26 feet, 20.57.

MR. CUOMO: That's the exact height of the building there. It's in those photos.

MR. FENWICK: It's 20.5 and not 10.5. What's the variance you're going to be looking for now?

MR. CUOMO: 20.57.

MR. LUCIA: This house is 26 foot tall?

MR. CUOMO: Yes.

MR. FENWICK: Paul, would you initial that change?

MR. CUOMO: Yes. It's got like a dormer up there, it's high.

MR. FENWICK: Do we have a site plan of this area, tax map?

MR. BABCOCK: Right on the map give him the site plan.

MR. FENWICK: You did not own the property on either side of your property, correct?

MR. DEDOMINOCIS: No.

MR. FENWICK: Are you actually extending the building itself any farther to the side yards than it is right now?

MR. CUOMO: No, exactly the same.

MR. FENWICK: Your extension is front and back.

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MR. CUOMO: Front and back. Well, really it's really only back, we're not extending the front.

MR. FENWICK: That's what I was concerned about.

MR. CUOMO: We're not touching the front or the sides.

MR. BABCOCK: Just for the record, the extension of this building is not creating any of these variances.

MR. FENWICK: That's what I was getting at, okay.

MR. BABCOCK: The existing building without this addition would create the variances that he is requesting tonight. Just because of change of use.

MR. FENWICK: That's what I am trying to clarify if they were to take the existing building as it is right now with no extensions it would still need every one of these variances that are spelled out.

MR. BABCOCK: Yes.

MR. TORLEY: It's your intention to not ask for variances for signage?

MR. DEDOMINICIS: If I am allowed, I'd like to have it but--

MR. BABCOCK: You're allowed a sign.

MR. FENWICK: You're allowed so much in signage. Since we don't have anything in front of us now I don't see why we'd pursue that.

MR. CUOMO: Well, we'll work on the sign, you're allowed a sign, Tony.

MR. FENWICK: I think for the size of the building and the property you're not going to have, shouldn't have an overly-extensive sign anyway so.

MR. TORLEY: I was just trying to make sure of that.

MR. FENWICK: There's no pictures of a sign so there's no point in pursuing it.

MR. CUOMO: There's a sign next door pretty small. I

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don't think we want to go any bigger than that, it's a church sign.

MR. FENWICK: Around here these lots that are marked, yours is number 12, 10, 11 and 13 are these all residential?

MR. CUOMO: No.

MR. DEDOMINICIS: It's all commercial right.

MR. CUOMO: What's in there now is the auto sales, Babcock Auto Sales, this is some kind of a church.

MR. FENWICK: Babcock owns this?

MR. CUOMO: Yes and then this one here I don't know what that one is.

MR. BABCOCK: It's vacant.

MR. CUOMO: This is a meeting house or something like that.

MR. FENWICK: Just making sure if you were adjoining residential.

MR. CUOMO: You can see it's vacant. It's the overflow lot to Babcock.

MR. FENWICK: That's 13.

MR. BABCOCK: Right.

MR. CUOMO: Yeah, he overflows into here but it's his lot.

MR. TANNER: Rich, we've a sign on this drawing down here.

MR. BABCOCK: Apparently meets the zoning what they have proposed, we haven't wrote it up as far as the denial, they're showing 15 feet off the property line which is required.

MR. TANNER: I just saw that, it looks like it's within.

MR. TORLEY: Depends how you want to interpret this.

April 13, 1992
Is this a shopping center?

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MR. BABCOCK: If it's more than one store.

MR. TORLEY: Free standing, 80 square feet.

MR. BABCOCK: He's well under.

MR. FENWICK: He's entitled to having, he's in a C zone he's got a structure.

MR. NUGENT: And by what he is doing he's not adding on anymore for the variances.

MR. TANNER: He really isn't changing what's there. If he was just going to leave the house there.

MR. TORLEY: He wouldn't even be here if he was leaving the house.

MR. FENWICK: If he wants to make it a business.

MR. NUGENT: If he changed uses he'd be here.

MR. TORLEY: He's not encroaching any further on any of the boundaries than the house is now so. I make a motion to set him up for a public hearing.

MR. NUGENT: I'll second it.

MR. FENWICK: Roll call.

ROLL CALL:

MR. TORLEY	AYE
MR. TANNER	AYE
MR. NUGENT	AYE
MR. FENWICK	AYE

MR. FENWICK: Before you leave, I'd like the turn it over to our attorney so he can make sure that when you come back, you have all your approvals.

MR. LUCIA: we'll need County referral on this. Also when you come back, Paul, I'd like to see a copy of Mr. DeDominicis' deed and title policy or search. I think the photographs you brought in are sufficient. And also when you come back since this is an area variance, the applicant is going to need to establish practical

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difficulty which basically is proved through showing significant economic injury from the application of the ordinance to this particular parcel of land. You're certainly on the right track that you are showing already the dimensions on the existing house and the need for the variances are only generated because of the change in use. So if you work off there and demonstrate that without the variances you really could not use it for any significant commercial use on the property, you're going in the right direction. Fees on this since it's commercial property is \$150 application fee and a \$250 deposit against town consultant fees.

MS. BARNHART: It's already paid.

MR. LUCIA: You're all set.

MR. CUOMO: Thank you very much.

Carol - Ext. 1770
294-5151

ORANGE COUNTY DEPARTMENT OF PLANNING
APPLICATION FOR MANDATORY COUNTY REVIEW
OF LOCAL PLANNING ACTION

(Variances, Zone Changes, Special Permits, Subdivisions, Site Plans)

Local File No. 92-1

1. Municipality Town of New Windsor Public Hearing Date 4/27/92
☐ City, Town or Village Board ☐ Planning Board ☒ Zoning Board

2. Owner: Name Antonio DeDominicis
Address 120^{Old} Temple Hill Road, New Windsor, NY 12553

3. Applicant*: Name (Same)
Address _____

* If Applicant is owner, leave blank

4. Location of Site: 120 Old Temple Hill Road - near Rt. 300.
(street or highway, plus nearest intersection)

Tax Map Identification: Section 68 Block 3 Lot 12

Present Zoning District C Size of Parcel 36, 412 s.f. ±

5. Type of Review: Conversion from (R-4) single family residence to Retail sales.
Special Permit: _____

Variance: Use _____

Area Lot area, lot width, sideyd, bldg. hgt.

Zone Change: From _____ To _____

Zoning Amendment: To Section _____

Subdivision: Number of Lots/Units _____

Site Plan: Use _____

4/14/92
Date

Patricia A. Barnhart, Secy.
Signature and Title

G-3098

THIS INDENTURE, made the 13th day of April, nineteen hundred and ninety
BETWEEN FRANCES T. TARAVELLA, residing at (no number) Temple Hill Road, P.O.
Box 94, Vails Gate, New York and JEAN SCHIER, residing at One Teibrook Avenue
Syosset, New York, as Trustees of the Maganuco Family Trust, and SANTA MAGANUCO,
residing at One Teibrook Avenue, Syosset, New York, who holds a Life Estate in
the subject premises by Deed recorded in the Orange County Clerk's Office in
Liber 2558 of Deeds cp 286.

parties of the first part, and ^{Antonio} ~~ANTHONY~~ DE DOMINICIS and ^{Concetta} ~~CYNTHIA~~ DE DOMINICIS, husband
and wife, both residing at (no number) Jackson Avenue, Cornwall, New York

parties of the second part,

2-TT. ONE HUNDRED SIXTY THOUSAND &
WITNESSETH, that the party of the first part, in consideration of ~~TWO HUNDRED FIFTY THOUSAND AND~~
(\$160,000.00)
00/100 - - - - - (\$210,000.00) - - - - - dollars,

lawful money of the United States,

paid

by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or suc-
cessors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying
and being in the Town of New Windsor, County of Orange and State of New York
and more particularly bounded and described as follows:

Beginning at a point in the westerly line of the Old Temple Hill Road, said
point being the northeast corner of lands now or formerly of Travis and
running thence along the westerly line of said Old Temple Hill Road North
27° 10' 110.6 feet, more or less, to the southeasterly corner of lands
of Terry; thence westerly and at right angles with the last mentioned
course along the lands of Terry 312 feet, more or less, to the easterly
line of the West Point-Stewart Field Road; thence southerly along said
line of the West Point-Stewart Field Road 116 feet, more or less, to the
northwesterly corner of lands now or formerly of Travis; thence easterly
and along the said line of Travis 338 feet, more or less, to the point
or place of beginning.

Being the same premises conveyed to Alfred E. Torres and Clarice M. Torres
by Otto Miller by Deed dated September 3, 1948 and recorded in the Office
of the Clerk of the County of Orange on October 4, 1948 in Liber 1100 of
Deeds at page 197.

Also, being the same premises of which the said Alfred Torres died seized
on the 16th day of February, 1962 leaving him surviving his wife, the
grantor therein.

Being the same premises described in that certain Quit Claim Deed dated
June 1, 1986, made by Salvatore Maganuco and Santa Maganuco to Salvatore
Maganuco and Santa Maganuco, as Trustees of The Maganuco Family Revocable
Trust, under Trust Agreement dated April 17, 1986 which Deed was recorded

68 DIST:
3 SECTION:
12 BLOCK:
LOT:

part of the first part, and ~~ANTHONY~~ DE DOMINICIS and ~~CYNTHIA~~ DE DOMINICIS, husband and wife, both residing at (no number) Jackson Avenue, Cornwall, New York

part of the second part,

WITNESSETH, that the party of the first part, in consideration of ~~TWO HUNDRED X TEN THOUSAND AND~~ ONE HUNDRED SIXTY THOUSAND & (\$160,000.00) ~~(210,000.00)~~ 00/100 - - - - - dollars,

lawful money of the United States,

paid

by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York and more particularly bounded and described as follows:

Beginning at a point in the westerly line of the Old Temple Hill Road, said point being the northeast corner of lands now or formerly of Travis and running thence along the westerly line of said Old Temple Hill Road North 27° 10' 110.6 feet, more or less, to the southeasterly corner of lands of Terry; thence westerly and at right angles with the last mentioned course along the lands of Terry 312 feet, more or less, to the easterly line of the West Point-Stewart Field Road; thence southerly along said line of the West Point-Stewart Field Road 116 feet, more or less, to the northwesterly corner of lands now or formerly of Travis; thence easterly and along the said line of Travis 338 feet, more or less, to the point or place of beginning.

Being the same premises conveyed to Alfred E. Torres and Clarice M. Torres by Otto Miller by Deed dated September 3, 1948 and recorded in the Office of the Clerk of the County of Orange on October 4, 1948 in Liber 1100 of Deeds at page 197.

Also, being the same premises of which the said Alfred Torres died seized on the 16th day of February, 1962 leaving him surviving his wife, the grantor therein.

Being the same premises described in that certain Quit Claim Deed dated June 1, 1986, made by Salvatore Maganuco and Santa Maganuco to Salvatore Maganuco and Santa Maganuco, as Trustees of The Maganuco Family Revocable Trust, under Trust Agreement dated April 17, 1986, which Deed was recorded in the Orange County Clerk's Office on August 14, 1986, in Liber 2558 of Deeds at page 286, the said Trust Agreement dated April 17, 1986, having been amended by instrument dated June 11, 1987 and recorded on February 5, 1988, in which Amendment the said Frances T. Taravella and the said Jean Schier were named as Co-Trustees. Said Salvatore Maganuco having died 3-20-88 a resident of Orange County.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premise herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever. , as tenants by the entirety.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

The Maganuco Family Trust

2 TT 11m

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

The Maganuco Family Trust

BY: Frances T. Taravello Trustee
FRANCES T. TARAVELLO

The Maganuco Family Trust

BY: Jean Schier, Trustee
JEAN SCHIER

Santa Maganuco
SANTA MAGANUCO

STATE OF NEW YORK, COUNTY OF ORANGE ss.:

On the 3rd day of May 19 90, before me personally came FRANCES T. TARAVELLA, as Trustee of the Maganuco Family Trust under Trust Agreement dated June 11, 1987 to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

Stewart P. Glenn

Notary Public

STEWART P. GLENN
Notary Public, State of New York
Qualified in Orange County
My Commission Expires Dec 31, 1991

STATE OF NEW YORK, COUNTY OF ss.:

On the day of 19 , before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed h name thereto by like order.

STATE OF NEW YORK, COUNTY OF Nassau ss.:

On the 13th day of April 1990, before me personally came SANTA MAGANUCO, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No.

FRANCES T. TARAVELLA & JEAN SCHIER AS
TRUSTEES OF THE MAGANUCO FAMILY TRUST
AND SANTA MAGANUCO

TO
ANTHONY DE DOMINICIS & CYNTHIA DE DOMINICIS

STATE OF NEW YORK, COUNTY OF Nassau ss.:

On the 13th day of April 1990, before me personally came JEAN SCHIER, as Trustee of the Maganuco Family Trust under Trust Agreement dated June 11, 1987 to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

Christine D. Gulmi

CHRISTINE D. GULMI Notary Public
NOTARY PUBLIC, State of New York
No. 30-4800174
Qualified in Nassau County
Commission Expires 2-29-91

STATE OF NEW YORK, COUNTY OF ss.:

On the day of 19 , before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

say that he is the of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed h name thereto by like order.

Christine D. Gulmi
Notary Public

CHRISTINE D. GULMI
NOTARY PUBLIC, State of New York
No. 30-4800174
Qualified in Nassau County
Commission Expires 2-29-91

SECTION
BLOCK
LOT
COUNTY OR TOWN

Recorded At Request of American Title Insurance Company

RETURN BY MAIL TO:

STANDARD FORM OF NEW YORK STATE LAND TITLE ASSN.

Distributed by



she executed the same.

Stewart P. Glenn

Notary Public

STEWART P. GLENN
Notary Public, State of New York
Qualified in Orange County
My Commission Expires Dec 31, 1991

she executed the foregoing instrument, and acknowledged that she executed the same.

Christine D. Gulmi

CHRISTINE D. GULMI Notary Public
NOTARY PUBLIC, State of New York
No. 30-4600174
Qualified in Nassau County
Commission Expires 2-29-91

STATE OF NEW YORK, COUNTY OF

ss.:

STATE OF NEW YORK, COUNTY OF

ss.:

On the day of 19 , before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF Nassau ss.:

On the 13th day of April 1990, before me personally came SANTA MAGANUCO, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

Title No.

FRANCES T. TARAVELLA & JEAN SCHIER AS TRUSTEES OF THE MAGANUCO FAMILY TRUST AND SANTA MAGANUCO TO ANTHONY DE DOMINICIS & CYNTHIA DE DOMINICIS

On the day of 19 , before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

say that he is the of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Christine D. Gulmi
Notary Public

CHRISTINE D. GULMI
NOTARY PUBLIC, State of New York
No. 30-4600174
Qualified in Nassau County
Commission Expires 2-29-91

SECTION
BLOCK
LOT
COUNTY OR TOWN

Recorded At Request of American Title Insurance Company
RETURN BY MAIL TO:

STANDARD FORM OF NEW YORK STATE LAND TITLE ASSN.
Distributed by



American Title Insurance Company
Northeast Region

Zip No.

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

LIBER 3318 PAGE 157



Title Insurance Policy

In consideration of the payment of its charges for the examination of title and its premium for insurance, insures the within named insured against all loss or damage not exceeding the amount of insurance stated herein and in addition the costs and expenses of defending the title, estate or interest insured, which the insured shall sustain by reason of any defect or defects of title affecting the premises described in Schedule A or affecting the interest of the insured therein as herein set forth, or by reason of unmarketability of the title of the insured to or in the premises, or by reason of liens or encumbrances affecting title at the date thereof, or by reason of any statutory lien for labor or material furnished prior to the date hereof which has now gained or which may hereafter gain priority over the interest insured hereby, or by reason of a lack of access to and from the premises, excepting all loss and damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth in Schedule B, or by the conditions of this policy hereby incorporated into this contract, the loss and the amount to be ascertained in the manner provided in said conditions and to be payable upon compliance by the insured with the stipulations of said conditions, and not otherwise.

In Witness Whereof, **National Attorneys' Title Insurance Company** has caused this policy to be signed and sealed as of the date herein shown, the policy to become valid when countersigned by an authorized signatory.



Policy No. 10-42650-F-NY

Countersigned

A large, stylized handwritten signature in black ink, likely belonging to an authorized officer or agent of the company.

Authorized Officer or Agent

DH 23421

NATIONAL ATTORNEYS' TITLE INSURANCE COMPANY

A handwritten signature in black ink, identified as Peter E. Becker, the President of the company.

President

Attest:

A handwritten signature in black ink, identified as William M. Jones, the Secretary of the company.

Secretary

CONDITIONS OF THIS POLICY

SECTION 1 DEFINITIONS

(a) Wherever the term "insured" is used in this policy it includes those who succeed to the interest of the insured by operation of law including, without limitation, heirs, distributees, devisees, survivors, personal representatives, next of kin or corporate successors, as the case may be, and those to whom the insured has assigned this policy where such assignment is permitted by the terms hereof, and whenever the term "insured" is used in the conditions of this policy it also includes the attorneys and agents of the "insured."

(b) Wherever the term "this company" is used in this policy it means National Attorneys' Title Insurance Company.

(c) Wherever the term "final determination" or "finally determined" is used in this policy, it means the final determination of a court of competent jurisdiction after disposition of all appeals or after the time to appeal has expired.

(d) Wherever the term "the premises" is used in this policy, it means the property insured herein as described in Schedule A of this policy including such buildings and improvements thereon which by law constitute real property.

(e) Wherever the term "recorded" is used in this policy it means, unless otherwise indicated, recorded in the office of the recording officer of the county in which property insured herein lies.

SECTION 2 DEFENSE AND PROSECUTION OF SUITS

(a) This Company will, at its own cost, defend the insured in all actions or proceedings founded on a claim of title or encumbrance not excepted in this policy.

(b) This Company shall have the right and may, at its own cost, maintain or defend any action or proceeding relating to the title or interest hereby insured, or upon or under any covenant or contract relating thereto which it considers desirable to prevent or reduce loss hereunder.

(c) In all cases where this policy requires or permits this Company to prosecute or defend, the insured shall secure to it the right and opportunity to maintain or defend the action or proceeding, and all appeals from any determination therein, and give it all reasonable aid therein, and hereby permits it to use therein, at its option, its own name or the name of the insured.

(d) The provisions of this section shall survive payment by this Company of any specific loss or payment of the entire amount of this policy to the extent that this Company shall deem it necessary in recovering the loss from those who may be liable therefor to the insured or to this Company.

SECTION 3 CASES WHERE LIABILITY ARISES

No claim for damages shall arise or be maintainable under this policy except in the following cases:

(a) Where there has been a final determination under which the insured may be dispossessed, evicted or ejected from the premises or from some part or undivided share or interest therein.

(b) Where there has been a final determination adverse to the title, upon a lien or encumbrance not excepted in this policy.

(c) Where the insured shall have contracted in good faith in writing to sell the insured estate or interest, or where the insured estate has been sold for the benefit of the insured pursuant to the judgment or order of a court and the title has been rejected because of a defect or encumbrance not excepted in this policy and there has been a final determination sustaining the objection to the title.

(d) Where the insurance is upon the interest of a mortgagee and the mortgage has been adjudged by a final determination to be invalid or ineffectual to charge the insured's estate or interest in the premises, or subject to a prior lien or encumbrance not excepted in this policy; or where a recording officer has refused to accept from the insured a satisfaction of the insured mortgage and there has been a final determination sustaining the refusal because of a defect in the title to the said mortgage.

(e) Where the insured shall have negotiated a loan to be made on the security of a mortgage on the insured's estate or interest in the premises and the title shall have been rejected by the proposed lender and it shall have been finally

determined that the rejection of the title was justified because of a defect or encumbrance not excepted in this policy.

(f) Where the insured shall have transferred the title insured by an instrument containing covenants in regard to title or warranty thereof and there shall have been a final determination on any of such covenants or warranty, against the insured, because of a defect or encumbrance not excepted in this policy.

(g) Where the insured estate or interest or a part thereof has been taken by condemnation and it has been finally determined that the insured is not entitled to a full award for the estate or interest taken because of a defect or encumbrance not excepted in this policy.

No claim for damages shall arise or be maintainable under this policy: (1) if this Company, after having received notice of an alleged defect or encumbrance, removes such defect or encumbrance within thirty days after receipt of such notice; or (2) for liability voluntarily assumed by the insured in settling any claim or suit without the written consent of this Company.

SECTION 4 NOTICE OF CLAIM

In case a purchaser or proposed mortgage lender raises any question as to the sufficiency of the title hereby insured, or in case actual knowledge shall come to the insured of any claim adverse to the title insured hereby, or in case of the service on or receipt by the insured of any paper, or of any notice, summons, process or pleading in any action or proceeding, the object or effect of which shall or may be to impugn, attack or call in question the validity of the title hereby insured, the insured shall promptly notify this Company thereof in writing at its main office and forward this to the Company such paper or such notice, summons, process or pleading. Delay in giving this notice and delay in forwarding such paper or such notice, summons, process or pleading shall not affect this Company's liability if such failure has not prejudiced and cannot in the future prejudice this Company.

SECTION 5 PAYMENT OF LOSS

(a) This Company will pay, in addition to the loss, all statutory costs and allowances imposed on the insured in litigation carried on by this Company for the insured under the terms of this policy. This Company shall not be liable for and will not pay the fees of any counsel or attorney employed by the insured.

(b) In every case where claim is made for loss or damage this Company (1) reserves the right to settle, at its own cost, any claim or suit which may involve liability under this policy; or (2) may terminate its liability hereunder by paying or tendering the full amount of this policy; or (3) may, without conceding liability, demand a valuation of the insured estate or interest, to be made by three arbitrators or any two of them, one to be chosen by the insured and one by this Company, and the two thus chosen selecting an umpire. Such valuation, less the amount of any encumbrances on said insured estate and interest not hereby insured against, shall be the extent of this Company's liability for such claim and no right of action shall accrue hereunder for the recovery thereof until thirty days after notice of such valuation shall have been served upon this Company, and the insured shall have tendered a conveyance or assignment of the insured estate or interest to this Company or its designee at such valuation, diminished as aforesaid. The foregoing option to fix a valuation by arbitration shall not apply to a policy insuring a mortgage or leasehold interest.

(c) Liability to any collateral holder of this policy shall not exceed the amount of the pecuniary interest of such collateral holder in the premises.

(d) All payments made by this Company, under this policy, shall reduce the amount hereof pro tanto except (1) payments made for counsel fees and disbursements in defending or prosecuting actions or proceedings in behalf of the insured and for statutory costs and allowances imposed on the insured in such actions and proceedings, and (2) if the insured is a mortgagee, payments made to satisfy or subordinate prior liens or encumbrances not set forth in Schedule B.

(e) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within thirty days thereafter.



Name of Insured

Antonio DeDominicis and
Giancinta DeDominicis

Policy No. 10-42650-F-NY

Amount of Insurance \$ 160,000.00

Date of Issue 4-13-90

The estate or interest insured by this policy is fee simple vested in the insured by means of Antonio De Dominicis and Giancinta De Dominicis by deed dated 4-13-90 recorded 7-13-90 Liber 3318 cp 154, made by Francis T. Taravella and Jean Schier and Santa Maganuco.

SCHEDULE B

The following estates, interests, defects, objections to title, liens and incumbrances and other matters are excepted from the coverage of this policy:

1. Defects and incumbrances arising or becoming a lien after the date of this policy, except as herein provided.
2. Consequences of the exercise and enforcement or attempted enforcement of any governmental, war or police powers over the premises.
3. Any laws, regulations or ordinances (including, but not limited to zoning, building, and environmental protection) as to use, occupancy, subdivision or improvement of the premises adopted or imposed by any governmental body, or the effect of any noncompliance with or any violation thereof.
4. Judgments against the insured or estates, interests, defects, objections, liens or incumbrances created, suffered, assumed or agreed to, by or with the privity of the insured.
5. Title to any property beyond the lines of the premises, or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement, unless this policy specifically provides that such titles, rights, or easements are insured. Notwithstanding any provisions in this paragraph to the contrary, this policy, unless otherwise excepted, insures the ordinary rights of access and egress belonging to abutting owners.
6. Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise.

Premises herein are listed as partially exempt from taxation at the present time, but may be subject to discontinuance of such exemption and possibly the restoration of taxes by reason of the transfer of title from an exempt owner. Policy will except the provisions of "Real Property Tax Law Sections 302-3 and 520".

Underground encroachments and easements, if any, including pipes and drains and such rights as may exist for entry upon said premises to maintain and repair the same.

The amount of acreage is not insured.

No title is insured to any land lying within the lines of any street, road, avenue, lane, turnpike, or highway in front of or adjoining the premises described in Schedule "A" or which may cross over the same.

National Attorneys' Title Insurance Company

Subject to rights and easements, if any, acquired by any public utilities company to maintain its poles and operate its wires, lines, etc., in, to and over the premises herein and in, to and over the streets adjacent thereto.



SCHEDULE A

Page 2 of Policy No. 10-42650

The premises in which the insured has the estate or interest covered by this policy.

ALL that certain tract or parcel of land situate, lying and being in the Town of New Windsor, County of Orange and State of New York and more particularly bounded and described as follows:

BEGINNING at a point in the westerly line of the Old Temple Hill Road, said point being the northeast corner of lands now or formerly of Travis and running thence along the westerly line of said Old Temple Hill Road North $27^{\circ}10'110.6$ feet, more or less, to the southeasterly corner of lands of Terry; thence westerly and at right angles with the last mentioned course along the lands of Terry 312 feet, more or less, to the easterly line of the West Point-Stewart Field Road; thence southerly along said line of the West Point Stewart Field Road 116 feet, more or less, to the northwesterly corner of lands now or formrly of Travis; thence easterly and along the said line of Travis 338 feet, more or less, to the point or place of beginning.

CONDITIONS CONTINUED FROM INSIDE FRONT COVER

SECTION 6 COINSURANCE AND APPORTIONMENT

(a) In the event that a partial loss occurs after the insured makes an improvement subsequent to the date of this policy, and only in that event, the insured becomes a coinsurer to the extent hereinafter set forth.

If the cost of the improvement exceeds twenty per centum of the amount of this policy, such proportion only of any partial loss established shall be borne by the Company as one hundred twenty per centum of the amount of this policy bears to the sum of the amount of this policy and the amount expended for the improvement. The foregoing provisions shall not apply to costs and attorneys' fees incurred by the Company in prosecuting or providing for the defense of actions or proceedings in behalf of the insured pursuant to the terms of this policy to costs imposed on the insured in such actions or proceedings, and shall apply only to that portion of losses which exceed in the aggregate ten per cent of the face of the policy.

Provided, however, that the foregoing coinsurance provisions shall not apply to any loss arising out of a lien or encumbrance for a liquidated amount which existed on the date of this policy and was not shown in Schedule B; and provided further, such coinsurance provisions shall not apply to any loss if, at the time of the occurrence of such loss, the then value of the premises, as so improved, does not exceed one hundred twenty per centum of the amount of this policy.

(b) If the premises are divisible into separate, independent parcels, and a loss established affecting one or more but not all of said parcels, the loss shall be computed and settled on a pro rata basis as if this policy were divided pro rata as to value of said separate, independent parcels, exclusive of improvements made subsequent to the date of this policy.

(c) Clauses "(a)" and "(b)" of this section apply to mortgage policies only after the insured shall have acquired the interest of the mortgagor.

(d) If, at the time liability for any loss shall have been fixed pursuant to the conditions of this policy, the insured holds another policy of insurance covering the same loss issued by another Company, this Company shall not be liable to the insured for a greater proportion of the loss than the amount that this policy bears to the whole amount of insurance held by the insured, unless another method of apportioning the loss shall have been provided by agreement between this Company and the other insurer or insurers.

SECTION 7 ASSIGNMENT OF POLICY

If the interest insured by this policy is that of a mortgagee, this policy may be assigned to and shall inure to the benefit of successive assignees of the mortgage without consent of this Company or its endorsement of this policy. Provision is made in the rate manual of the New York Board of Title Underwriters, filed with the Superintendent of Insurance of the State of New York, on behalf of this and other member companies for continuation of liability to grantees of the insured in certain specific circumstances only. In no circumstance provided for in this section shall this Company be deemed to have insured the sufficiency of the form of the assignment or other instrument of transfer or conveyance or to have assumed any liability for the sufficiency of any proceedings after the date of this policy.

SECTION 8 SUBROGATION

(a) This Company shall to the extent of any payment by it of loss under this policy, be subrogated to all rights of the insured with respect thereto. The insured shall execute such instruments as may be requested to transfer such rights to this Company. The rights so transferred shall be subordinate to any remaining interest of the insured.

(b) If the insured is a mortgagee, this Company's right of subrogation shall not prevent the insured from releasing the personal liability of the obligor or guarantor or from releasing a portion of the premises from the lien of the mortgage or from increasing or otherwise modifying the insured mortgage provided such acts do not affect the validity or priority of the lien of the mortgage insured. However, the liability of this Company, under this policy, shall in no event be increased by any such act of the insured.

SECTION 9 MISREPRESENTATION

Any untrue statement made by the insured, with respect to any material fact, or any suppression of or failure to disclose any material fact, or any untrue answer by the insured, to material inquiries before the issuance of this policy, shall void this policy.

SECTION 10 NO WAIVER OF CONDITIONS

This Company may take any appropriate action under the terms of this policy whether or not it shall be liable hereunder and shall not thereby concede liability or waive any provision of this policy.

SECTION 11 POLICY ENTIRE CONTRACT

All actions or proceedings against this Company must be based on the provisions of this policy. Any other action or actions or rights of action that the insured may have or may bring against this Company in respect of other services rendered in connection with the issuance of this policy, shall be deemed to have merged in and be restricted to its terms and conditions.

SECTION 12 VALIDATION AND MODIFICATION

This policy is valid only when duly signed by a validating officer or agent. Changes may be effected only by written endorsement. If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or encumbrances, except real estate taxes, assessments, water charges and sewer rents.

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR
COUNTY OF ORANGE : STATE OF NEW YORK

-----X
In the Matter of Application for Variance of

Antonio De dominicio,

Applicant.

AFFIDAVIT OF
SERVICE
BY MAIL

92-1.

-----X
STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age
and reside at 7 Franklin Avenue, New Windsor, N. Y. 12553.

On April 16, 1992, I compared the 21 addressed
envelopes containing the attached Notice of Public Hearing with
the certified list provided by the Assessor regarding the above
application for variance and I find that the addressees are
identical to the list received. I then mailed the envelopes in a
U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart
Patricia A. Barnhart

Sworn to before me this
16th day of April, 1992.

Deborah Green
Notary Public

DEBORAH GREEN
Notary Public, State of New York
Qualified in Orange County
4984065
Commission Expires July 15, 1993

(TA DOCDISK#7-030586.AOS)

PUBLIC NOTICE OF HEARING BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following proposition:

Appeal No. 1

Request of ANTONIO DEDOMINICIS and GIANCINTA DEDOMINICIS

for a VARIANCE of

the regulations of the Zoning Local Law to

permit renovation of existing residence and garage thereby creating retail building with insufficient lot area, lot width, sideyard and more than the allowable building height;

being a VARIANCE of

Section 48-12-Table of Use-Bulk Regs.-Cols. C,D,F,I,

for property situated as follows:

120 Old Temple Hill Road, New Windsor, N.Y. 12553, known

and designated as tax map Section 68 - Blk. 3 - Lot. 12.

SAID HEARING will take place on the 27th day of April, 1992, at the New Windsor Town Hall, 555 Union Avenue, New Windsor, N. Y. beginning at 7:30 o'clock P. M.

RICHARD FENWICK
Chairman

Date 3/16/92, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12550

TO Frances Roth 369 Moores Hill Rd DR.
New Windsor Ny 12553

DATE			CLAIMED	ALLOWED
3/9/92		Zoning Board Meeting	75 00	
		Miscellaneous - 2 pgs	9 00	
		Do Dominicus 10 pgs	45 00	✓
		Valentine 11 pgs	49 50	
		Sciamauna 3 pgs	13 50	
		Barbieri 3 pgs	13 50	
		Autierd Babcock 19 pgs	85 50	
			291 00	

March 9, 1992

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DE DOMINICUS, ANTONIO

Prelim.

MR. FENWICK: Matter referred by Planning Board. Request for 3,588 s.f. lot area, 89.4 lot width, 13.70 ft. side yard, 21.80 ft. total side yard and 10.57 ft. building height variances for conversion of existing residential dwelling to retail building located on Route 300 and Old Temple Hill Road in a C Zone.

Paul Cuomo came before the Board representing this proposal.

MR. CUOMO: This is a conversion, there's an existing house here now, brick house, it's next to Babcock Motors. If you drive down here you have to look fast to see it. It's not that too conspicuous but the idea here is to convert a residence to a commercial retail store. The idea also is to have an entrance on Old Temple Hill Road an entrance on Temple Hill Road Route 300. And we went to the Planning Board already I think I don't know if you have got the Planning Board minutes.

MRS. BARNHART: Yes, we have them right here.

MR. BABCOCK: They have them.

MR. CUOMO: And we were at the meeting right, Mike and there was some questions asked about what was going on and about the chain link fence here, the idea being we don't want to have a, develop a shortcut that was, that is what came up to be, I wasn't at that meeting but the idea is that no one can cut through and vice versa and go the other way so the idea was to cut it similar to P & P Quick. We used to have our office down there and that's very vital because I came out of P & P Quick one day next thing you know a guy went by about 40 miles an hour. They left the gate open and I don't know how they see it from the road but from Route 300, they see that gate is open and down they go, they think it's a road or they make it out a road so that's very important. Now, Mr. De Dominicus is not here but from what I gather what he is doing here is making a retail store (and an apartment on top.) He will have four tenant spaces and like I say two entrances.

MRS. BARNHART: More than one store?

*no
apartment*

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MR. CUOMO: It's going to be four stores. We have been through a few things, we have been through the workshop and the Planning Board if you have any questions on it, the fire approved it but there's some things to be worked out. I don't profess that this is a final solution.

MR. NUGENT: When you say four stores is that proposed or existing building?

MR. CUOMO: Well, let's see, let me read that, I can't read it over here the color wiped out, that's good a question. No, the four stores would be in the whole thing, the whole piece but the access to this store out here would be from the Route 300 and the other side would be that. The line of demarcation being the fence. The proposed tenant demising walls. Do you know what demising means? It's in the dictionary, it means death, death to the walls.

MR. FENWICK: Whose name is in the building permit?

MRS. BARNHART: I think it's being passed around right now, it's not here.

MR. BABCOCK: On the disapproval is Mark's, from the Planning Board.

MR. FENWICK: Just a couple of things I want to run passed Dan possibly. We have a lot width but it's a pre-existing lot that's already existing and this is now a commercial zone, this is zoned correctly, it's now commercial zone.

MR. LUCIA: It's a C zone, that's correct.

MR. FENWICK: Road to road?

MR. BABCOCK: Yes.

MR. FENWICK: Lot width, side yards, if he doesn't extend beyond, I'd really like to read into this because we have an existing building that's in a commercial zone what would stop that building from being a commercial use if it's already pre-existing.

MR. LUCIA: This is a change of use which is how it gets to the Planning Board. If you are changing from a pre-existing residential use to a new use even though

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that new use is now permitted in the zone and is deficient, you still have to get Planning Board site plan approval and they must refer it here. If this were going to continue as a residence, it would be grandfathered as to everything because it's a pre-existing non-conforming residential use. The change of use throws it under the new zoning table and requires him to come here for the variance.

MR. FENWICK: Even if they were not going to add anything to this building whatsoever and just wanted to make it into something they'd still be before us?

MR. BABCOCK: Yes.

MR. LUCIA: Simply because it's a change of use that's correct.

MR. CUOMO: The side yard is 70, 30 is required in a C, that's our major variance.

MR. TORLEY: Well, the lot width too.

MR. CUOMO: And the lot width is short and the front yard is okay, required side yard on 30 we need 13 more feet required total side yard 70, we need 21 more feet. Maximum building height is we need ten more feet for 26, 27 foot high building.

MR. FENWICK: Let me ask you something if there were no additions, if there were no additions if we were just looking at putting, this is kind of aimed at Mike and Dan, if there weren't going to be any additions whatsoever to this building, this building was going to stand as it is, he would still need all of these variances, is that correct?

MR. BABCOCK: Yes, he's not right now by putting the addition on, Mr. Chairman he's not getting any closer to any property lines. The 16.3 and the 31' 9", are still required where his setbacks isn't where he's coming out to Route 300, he's not creating any new variances by putting the addition on, no.

MR. NUGENT: Existing building is the height that he is looking for is 26 feet high, now do I understand that correctly, that's why he needs this is it?

MR. CUOMO: Yes, you need 26.57.

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MR. NUGENT: That's not what I asked you, I asked you is the existing building now 26 feet high?

MR. CUOMO: I don't know exactly. But it must be that. I didn't measure it.

MR. BABCOCK: Listen to the way the code reads. You're allowed four inches per foot to the distance of the nearest lot line. What happens is that what we're doing is we're working it backwards, we're taking the 16.3, doing the four inches per foot, 57 feet high building. Cause he's changing the use. He's proposing a 16 foot high building which creates a variance of ten foot, 10.57.

MR. NUGENT: He says on the drawing that I am looking at 26 feet.

MR. CUOMO: No, I didn't.

MR. BABCOCK: There might be a mistake there ours says 16.

MR. NUGENT: Ours says 26.

MR. CUOMO: Our plan says 26.37.

MR. BABCOCK: You have the wrong plan. This plan came from the file. Where did you get your plan?

MR. NUGENT: He just handed it to me.

MR. BABCOCK: This is the file plan.

MR. CUOMO: Proposed 16 plus or minus so we allow 543 so we're proposing 16 feet high so we require ten more feet.

MR. TORLEY: Which one is the one that went before the Planning Board?

MR. BABCOCK: This one.

MR. FENWICK: What's the difference between this, this that and this?

MR. BABCOCK: They didn't correct the 16 to 26, it's a correction that wasn't made on those plans.

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MR. FENWICK: Is the application correct?

MR. BABCOCK: Yes.

MR. LUCIA: Just so we're clear for the record Paul, the proposed height is going to be 16 feet?

MR. CUOMO: Yes.

MR. LUCIA: And the allowed?

MR. CUOMO: Is 5.43.

MR. LUCIA: Therefore your variance request is?

MR. CUOMO: 10.57.

MR. LUCIA: Just wanted to be sure we're clear on the records.

MR. CUOMO: Yes, that's good, clear that up, that's an error.

MR. BABCOCK: Paul is this building proposed to be higher than the existing building?

MR. CUOMO: No, it should be the same.

MR. NUGENT: That's what I was really getting at was the new building going to exceed what the existing building was?

MR. BABCOCK: Can you find that out for us?

MR. CUOMO: I'll find that out definitely. In fact I usually draw a little sketch of what the building is going to look like too. I'll nail that down before, I'm pretty sure it's the same height.

MR. KONKOL: What kind of businesses are they proposing to put in here?

MR. CUOMO: Well, he hasn't any idea other than speculative businesses you know that would be okay in a C zone. There's a lot of variety of businesses that he could locate there.

MR. BABCOCK: What he is asking for is a retail use,

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any retail use.

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MR. KONKOL: Are you going to have enough spaces for retail plus the tenants like some retail businesses take more space than others?

MR. BABCOCK: Right now, required parking is 35 and he's supplying 39. Dan, what they say in a C zone is the parking is calculated by the retail use, okay, sales area so what they do is Paul's probably got a calculation on how much is sales and how much is storage and so on and so forth somewhere on the plan and he's got one space for every 150 square feet of retail space, 5,296 square feet, 35.31 spaces which is winds up to be 36, he's supplying 39 including two handicapped.

MR. FENWICK: Do you know if your client has any idea what he is going to put in here, other than a building?

MR. CUOMO: He just asked that.

MR. TORLEY: You're also going to have an apartment in this, a residential apartment?

MR. CUOMO: Above it, yeah.

MR. TORLEY: How many spaces are we required to have for the apartment?

MR. BABCOCK: Two.

MR. CUOMO: We got enough for them?

MR. BABCOCK: You should mark that under--

MR. CUOMO: Yeah, I'll make a note of that.

MR. TORLEY: And this has been approved by the Fire Prevention?

MR. CUOMO: Yes.

MR. BABCOCK: Also Paul I think there was a question on how many stores are going to be here. Did that get answered?

MR. CUOMO: Four stores.

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MR. BABCOCK: Where are they going to be, 1, 2, 3, 4 in the house and apartment above?

MR. CUOMO: No, no, 1, 2, 3, 4 and that's his idea now have two here and have two here.

MR. TORLEY: So the house itself is going to be--

MR. CUOMO: The house is going to be, the wall is going to be demised here, I like that word I don't know where the guys got it. It means the wall is going to be taken down and the whole thing is going to be integrated into one building.

MR. BABCOCK: Where is the apartment going to be?

MR. CUOMO: Above.

MR. BABCOCK: Newly built?

MR. CUOMO: Yes.

MR. BABCOCK: You're not going to use this house as an apartment?

MR. CUOMO: They're going to use the top floor of what's left of the, right in, in otherwords the whole building is going to be one unit and the top will have an apartment on it.

MR. LUCIA: It's still going to be 16 feet with the apartment upstairs?

MR. BABCOCK: I think you out to talk to your applicant on that cause here on the plan Paul says existing residence and garage to be renovated and altered into retail use so I don't know where the apartment is going but you should address that.

MR. CUOMO: I think the best idea is to bring a sketch of what the finished product is going to look like.

MR. NUGENT: That will answer a lot of questions.

MR. CUOMO: Right now all I've got is a footprint here.

MR. KONKOL: Before you go through a lot of work you really ought to sit down with your perspective owner

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and really find out what he wants to do here. Looks like he's putting a lot in here. I hate to see you go through all the work and come before this board and the board is going to say you can't put 20 pounds in a 5 pound bag. That's what it looks like to me now.

MR. TORLEY: There's another question I have. I was trying to find where an apartment would fit in the bulk tables in C zone and Mike showed it to me but it's in column B number ten but it's in a block that requires 20 acres as a minimum lot area.

MR. BABCOCK: If you gentlemen remember Duffer's Hideaway has that same problem down there.

MR. TORLEY: There is with is a fairly sizable track of land.

MR. BABCOCK: They changed the zoning from PI to C and the apartment was already there, he just needed a variance.

MR. TORLEY: As the bulk table now reads a variance from 20 acres down to whatever this is--

MR. BABCOCK: This plan really doesn't address an apartment in any shape or form also it doesn't address the parking so maybe they've decided not to do that.

MR. CUOMO: Let me read the, says here conversion to existing residential to retail so it is not addressed.

MR. BABCOCK: I don't think that this plan standing the way it is looking right now was addressing that you were having and apartment in here and I can tell you that if you need 20 acres, you're far from that.

MR. CUOMO: I think you're right, I don't think that it's not mentioned at all anywhere.

MR. BABCOCK: And we would have included that.

MR. CUOMO: I think we can forget about that.

MR. TORLEY: Therefore, what you're proposing does not include any residence?

MR. CUOMO: No. It dropped out in the process. That was an original plan.

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MR. FENWICK: It's kind of a tough situation that I see now because if the existing building were there and it's on this substandard lot but the Town created the zone made this a commercial zone, this house is not in there, there definitely if the house were to stand on it's own and wanted to become a commercial use this Board would be hardput to deny him that use because any way of making this building that's on there legal would be they would have to demise that structure. And put a new one up but that's the way I look at it.

MR. NUGENT: Any structure that would be put on that piece of property would need variances.

MR. FENWICK: Right now we're talking about the structure that's existing on the property right now. It would be hardput to deny a variance if you are already in a commercial zone and this thing is you know it hasn't been chopped off of another piece of property or anything like that.

MR. TORLEY: That's the existing structure.

MR. FENWICK: But the variance doesn't, if the, if that addition wasn't even there, the various remains the same, that's the reason why I asked, the variance does not change. The variance is exactly the same for the structure as it sits there right now or probably totally loading up the property to it's extent holding the lines that he is at right now. Do we have any, what about coverage?

MR. BABCOCK: It's not applicable in this code, this zone developmental coverage. Also minimum liveable floor area we have and also so apparently we're not talking apartment here.

MR. CUOMO: Definitely not. It probably was in the beginning process and it got lost or decided not to do it and I remember him saying that he wanted an apartment but that was in the beginning so it's just four stores and how they're going to be laid out, I'll show you the next time.

MR. FENWICK: And the building is not proposed to be any higher than the existing building?

MR. CUOMO: Right, there will no apartment.

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MR. FENWICK: The building now is brick?

MR. CUOMO: The house is brick.

MR. FENWICK: I think the new building should be brick just conform with the whole thing.

MR. CUOMO: We'll try to bring something architecturally pleasing.

MR. FENWICK: Do we have any thoughts or do you want to table this for now?

MR. KONKOL: Table it with the new information coming back let's not set him up for a public hearing.

MR. TANNER: If he comes back with more information I think we'll be--

MR. FENWICK: Motion to table this?

MR. KONKOL: I'll make a motion to table it for more information.

MR. NUGENT: I'll second it.

ROLL CALL:

MR. TORLEY	AYE
MR. KONKOL	AYE
MR. TANNER	AYE
MR. NUGENT	AYE
MR. FENWICK	AYE

OFFICE OF THE PLANNING BOARD - TOWN OF NEW WINDSOR
ORANGE COUNTY, NY

92-1

Prelim.

Mar. 9, 1992

NOTICE OF DISAPPROVAL OF SITE PLAN OR SUBDIVISION APPLICATION

PLANNING BOARD FILE NUMBER: 92-3

DATE: 3-3-92

APPLICANT: ANTONIO DE DOMINICUS

P.O. Box 327

CORNWALL, N.Y. 12518

120 Old Temple Hill Rd.

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 26 DECEMBER 1991

FOR (~~SUBDIVISION~~ - SITE PLAN)

LOCATED AT N.Y.S. Route 300 & Old Temple Hill Rd.

ZONE

DESCRIPTION OF EXISTING SITE: SEC: 68 BLOCK: 3 LOT: 12

CONVERSION OF EXISTING RESIDENTIAL
BUILDING TO RETAIL BUILDING

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

AREA VARIANCES AS OUTLINED
BELOW (VALUES BASED ON
APPLICANT'S PLAN)

PLANNING BOARD CHAIRMAN

MARK J. EDSELL FOR JAMES PETRO

REQUIREMENTS		PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE	<u>C</u> USE <u>A-1</u>		
MIN. LOT AREA	<u>40,000 SF</u>	<u>36,412</u>	<u>3588</u>
MIN. LOT WIDTH	<u>200 FT</u>	<u>110.60</u>	<u>89.4</u>
REQ'D FRONT YD	<u>60 FT</u>	<u>76.7</u>	<u>—</u>
REQ'D SIDE YD.	<u>30 FT</u>	<u>16.3</u>	<u>13.70</u>
REQ'D TOTAL SIDE YD.	<u>70 FT</u>	<u>48.2</u>	<u>21.80</u>
REQ'D REAR YD.	<u>30 FT</u>	<u>139</u>	<u>—</u>
REQ'D FRONTAGE	<u>N/A</u>	<u>N/A</u>	<u>—</u>
MAX. BLDG. HT. <u>4 1/2 FT</u>	<u>5.43 FT</u>	<u>16 FT</u>	<u>20.57 FT</u>

P.O. Box 327
CORNWALL, N.Y. 12518

120 Old Temple Hill Rd.

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 26 DECEMBER 1991
FOR (~~REVISION~~ - SITE PLAN)

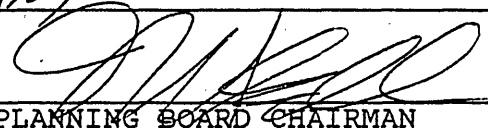
LOCATED AT N.Y.S. Route 300 & Old Temple Hill Rd.

ZONE _____
DESCRIPTION OF EXISTING SITE: SEC: 68 BLOCK: 3 LOT: 12

CONVERSION OF EXISTING RESIDENTIAL
BUILDING TO RETAIL BUILDING

IS DISAPPROVED ON THE FOLLOWING GROUNDS: _____

AREA VARIANCES AS OUTLINED
BELOW (VALUES BASED ON
APPLICANT'S PLAN)


PLANNING BOARD CHAIRMAN
MARK J. EDSALL FOR JAMES PETRO

REQUIREMENTS		PROPOSED OR AVAILABLE	VARIANCE REQUEST
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REQ'D REAR YD.	<u>30 FT</u>	<u>139</u>	<u> </u>
REQ'D FRONTAGE	<u>N/A</u>	<u>N/A</u>	<u> </u>
MAX. BLDG. HT. <u>4"/FT</u>	<u>5.43 FT</u>	<u>16 FT</u>	<u>20.57 PVC</u>
FLOOR AREA RATIO	<u>0.5</u>	<u>0.152</u>	<u> </u>
MIN. LIVABLE AREA	<u>N/A</u>	<u>N/A</u>	<u> </u>
DEV. COVERAGE	<u>N/A</u> %	<u>N/A</u> %	<u> </u> %
O/S PARKING SPACES	<u>35.3</u>	<u>39</u>	<u> </u>

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT:
(914-565-8550) TO MAKE AN APPOINTMENT WITH THE ZONING BOARD
OF APPEALS.

CC: Z.B.A., APPLICANT, P.B. ENGINEER, P.B. FILE

DE DOMINICUS, ANTONIO SITE PLAN (92-3) ROUTE 300

Martin Rogers came before the board representing this proposal.

MR. PETRO: Municipal fire approved 1/10/92 and municipal water approved one 1/4/92.

MR. ROGERS: We're proposing right now this site has one family residence on it, in this location facing Old Temple Hill Road. We're we proposing to put an addition on and reconfigure the residence into a retail building that will house 4 tenant spaces. There will be proposed to have an entrance from Route 300 and and there will be another entrance from Old Temple Hill Road so that the 4 tenant space which is the existing house will actually have road frontage.

MR. PETRO: Let me interrupt one minute. Is this the brick house that's been for sale across from Minute Man, am I in the right spot.

MR. ROGERS: Right next to Babcock where he keep the cars.

MR. BABCOCK: It's a ways down this is a pretty wooded area.

MR. PETRO: Basically the same situation as this house.

MR. BABCOCK: This house had a towing business, they had quite a few cars. I had to go down and talk to them about it.

MR. ROGERS: As per one of Mark's comments he has mentioned having that being access drive from one side of the site to the other with the chainlink fence to limit people driving through the site. The reason for that access drive was concern raised by the fire department to be able to get from either side of this site no matter which direction they come into the site from, either Old Temple Hill Road or Route 300.

MR. PETRO: I see that this is approved by the fire department. There haven't been any revisions since this fence so that's what Bob's seeing and he doesn't have any objections to the fence.

MR. ROGERS: No when we went to the workshop with a sketch plan for Mike and Mark and Bob to look at that's one of the things that he brought up that he wanted to see. That's also another reason for this access aisle down the back so he can get to the backside of the building also. We originally on the sketch plan we had the dumpster all

January 22, 1992

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the way up towards Old Temple Hill Road near the corner of the house and we pulled it back so you can get all the way a behind the building.

MR. PETRO: Sixteen foot width is a fire truck.

MR. VAN LEEUWEN: Maximum 8 feet. This has got to go to the Zoning Board of Appeals and I make a motion that we approve this.

MR. DUBALDI: So we can send it on to the ZBA. I'll second it.

MR. PETRO: We have no problem conceptually.

MR. VAN LEEUWEN: I want to go down and look at it. I think we should schedule it for the next tour. That's where your father used to live, right?

MR. PETRO: Yes. Do you want to make a motion?

MR. VAN LEEUWEN: I made a motion.

MR. PETRO: Motion to approve DeDominicus Site Plan on Old Temple Hill Road, New Windsor York on State Route 300. Any comments? We'll take a vote.

ROLL CALL

MR. DUBALDI	NO
MR. VAN LEEUWEN	NO
MR. LANDER	NO
MR. PETRO	NO

MR. PETRO: You're on your way to the Zoning Board and we'll see you back.

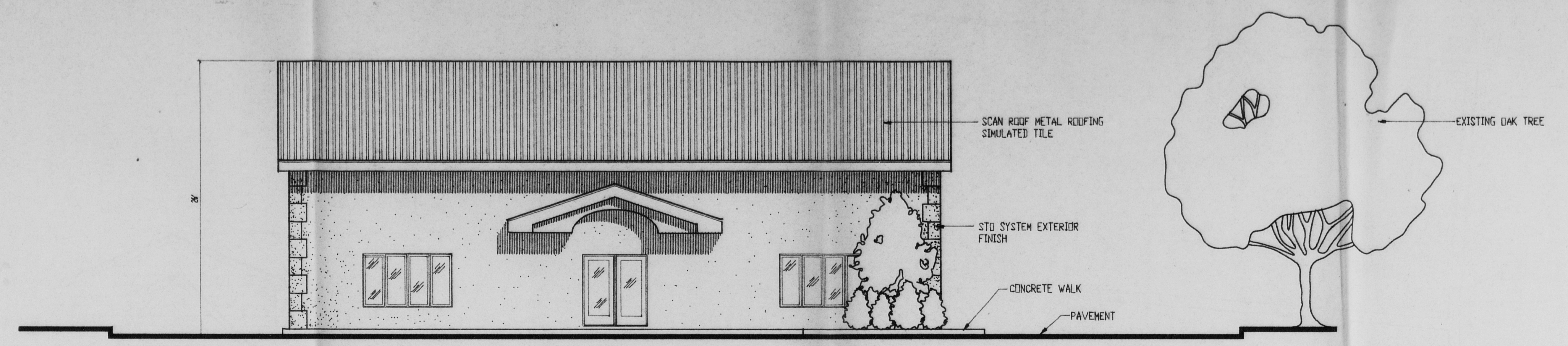
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SHEET _____ OF _____

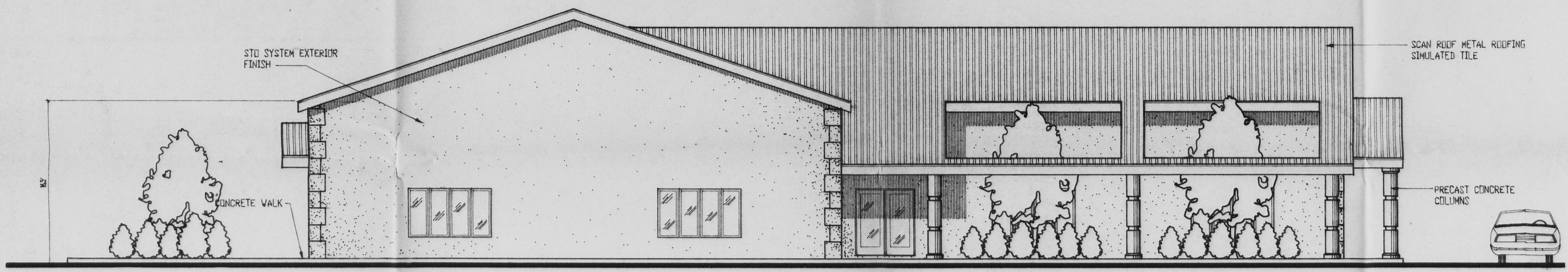
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DATE	ISSUANCE	BY

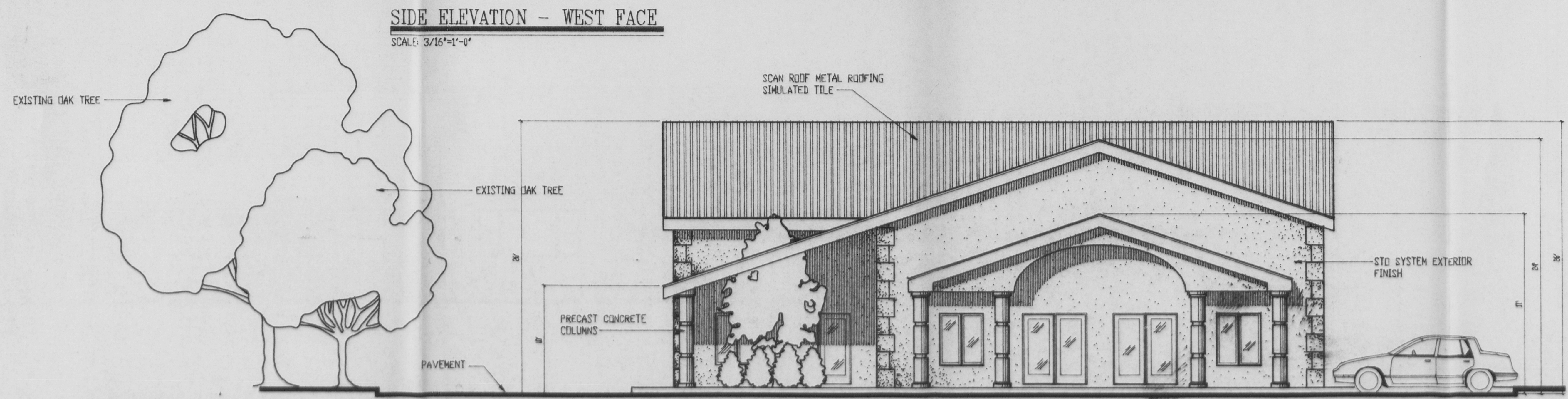
DATE	REVISIONS	BY



ELEVATION FROM OLD TEMPLE HILL ROAD
SCALE: 3/16"=1'-0"



SIDE ELEVATION - WEST FACE
SCALE: 3/16"=1'-0"



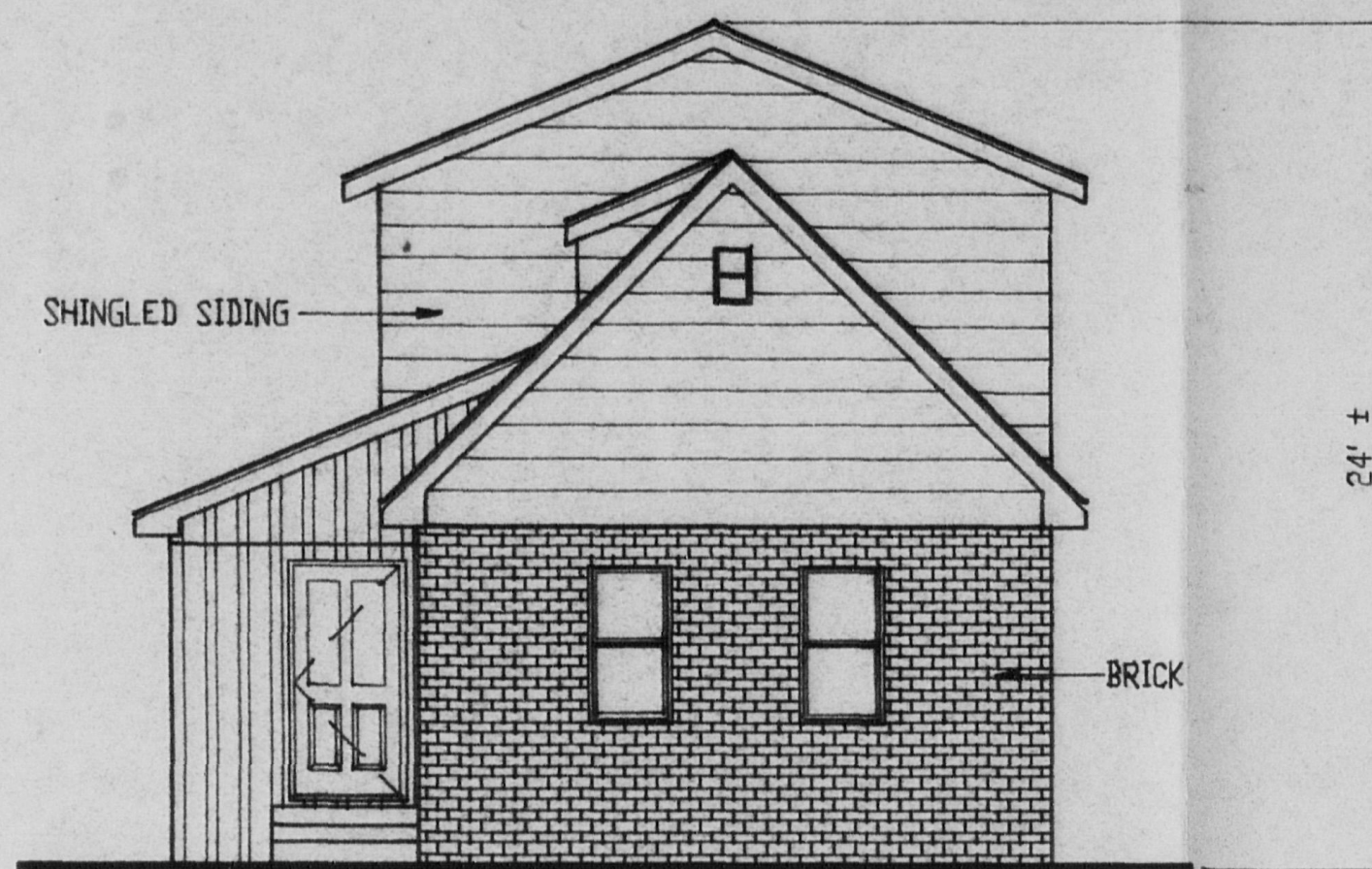
ELEVATION FROM N.Y.S. ROUTE 300
SCALE: 3/16"=1'-0"

CUOMO ENGINEERING
STEWART INTERNATIONAL AIRPORT, NEW WINDSOR, N.Y. 12553 (914) 567-0063
PROJECT TITLE: **PROPOSED RETAIL BLDG. FOR ANTONIO DEDOMINICIS**
SHEET TITLE: **PROPOSED ELEVATIONS**



DATE	MARCH 23, 1992
DRAWN BY	MGR
CHECKED BY	PVC
SCALE	AS NOTED
PROJECT NO.	91302

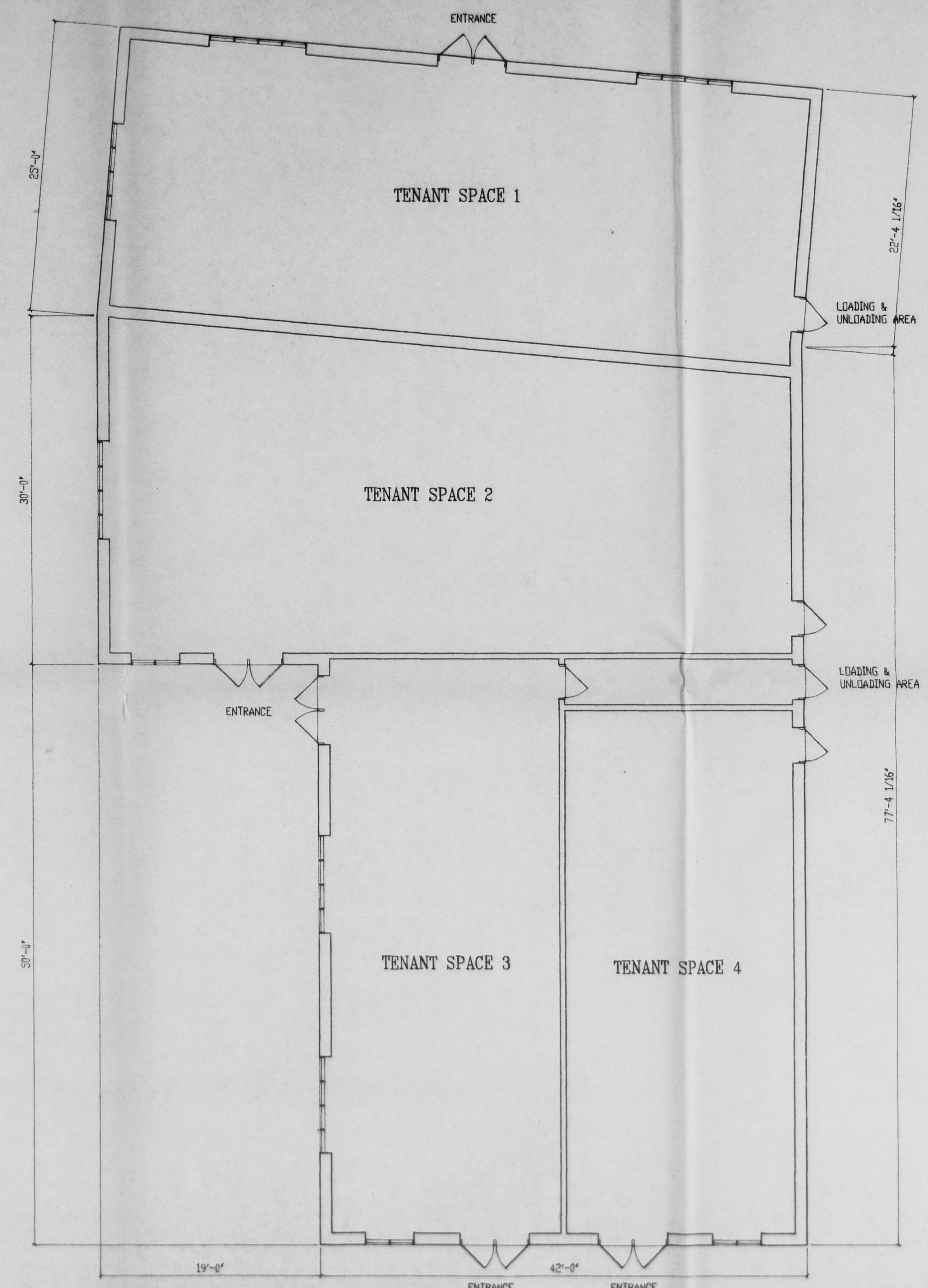
A-1
SHEET 1 OF 1



EXISTING HOUSE RIGHT ELEVATION
SCALE: 3/16"=1'-0"



EXISTING HOUSE FRONT ELEVATION
SCALE: 3/16"=1'-0"



PROPOSED TENANT SPACE LAYOUT
SCALE: 3/16"=1'-0"

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DATE	ISSUANCE	BY
DATE	REVISIONS	BY

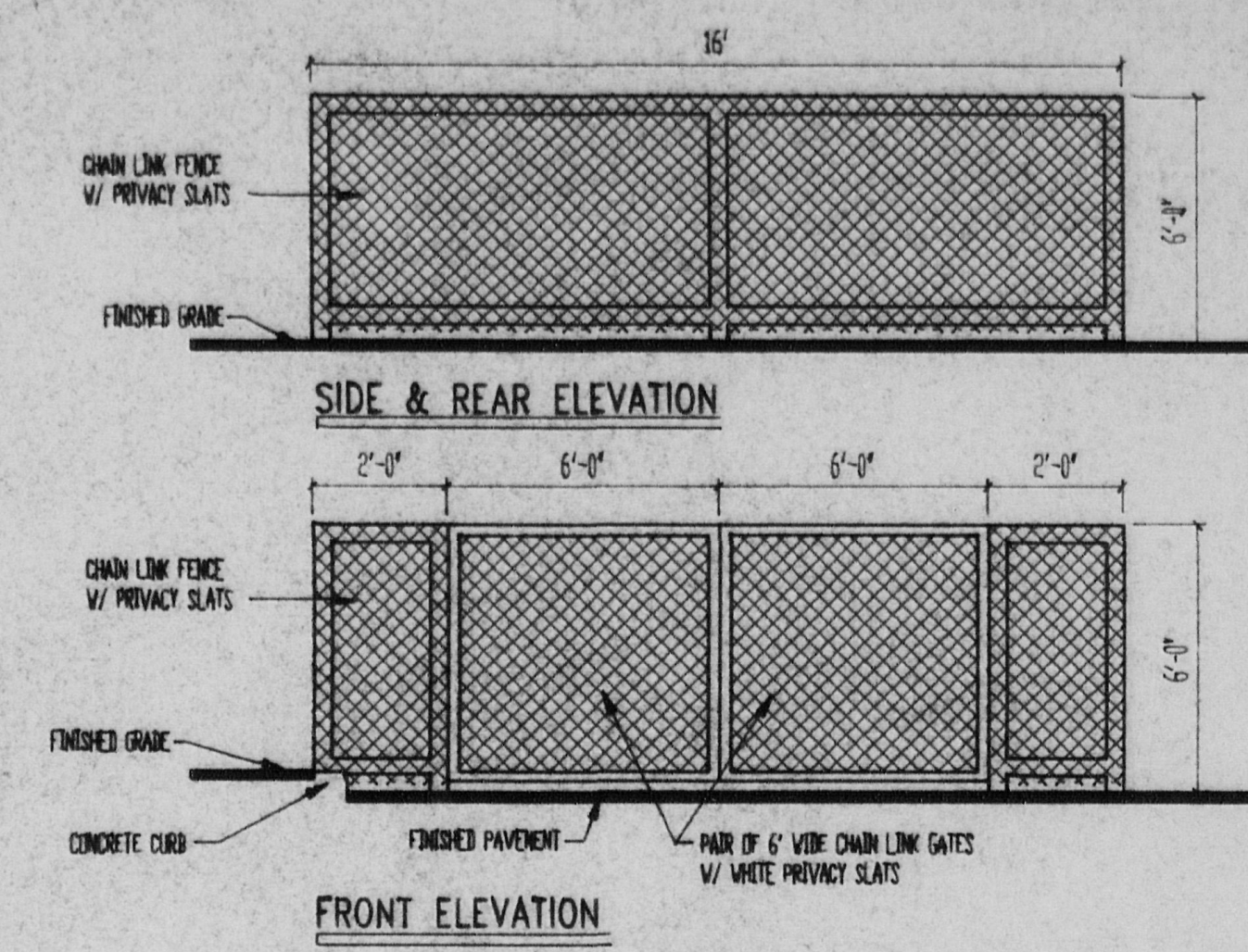
CUOMO ENGINEERING
STEWART INTERNATIONAL AIRPORT, NEW WINDSOR, N.Y. 12553 (914) 567-0063
PROJECT TITLE: **TENANT SPACE LAYOUT & EXIST. ELEVATIONS**
FOR ANTONIO DEDOMINICIS



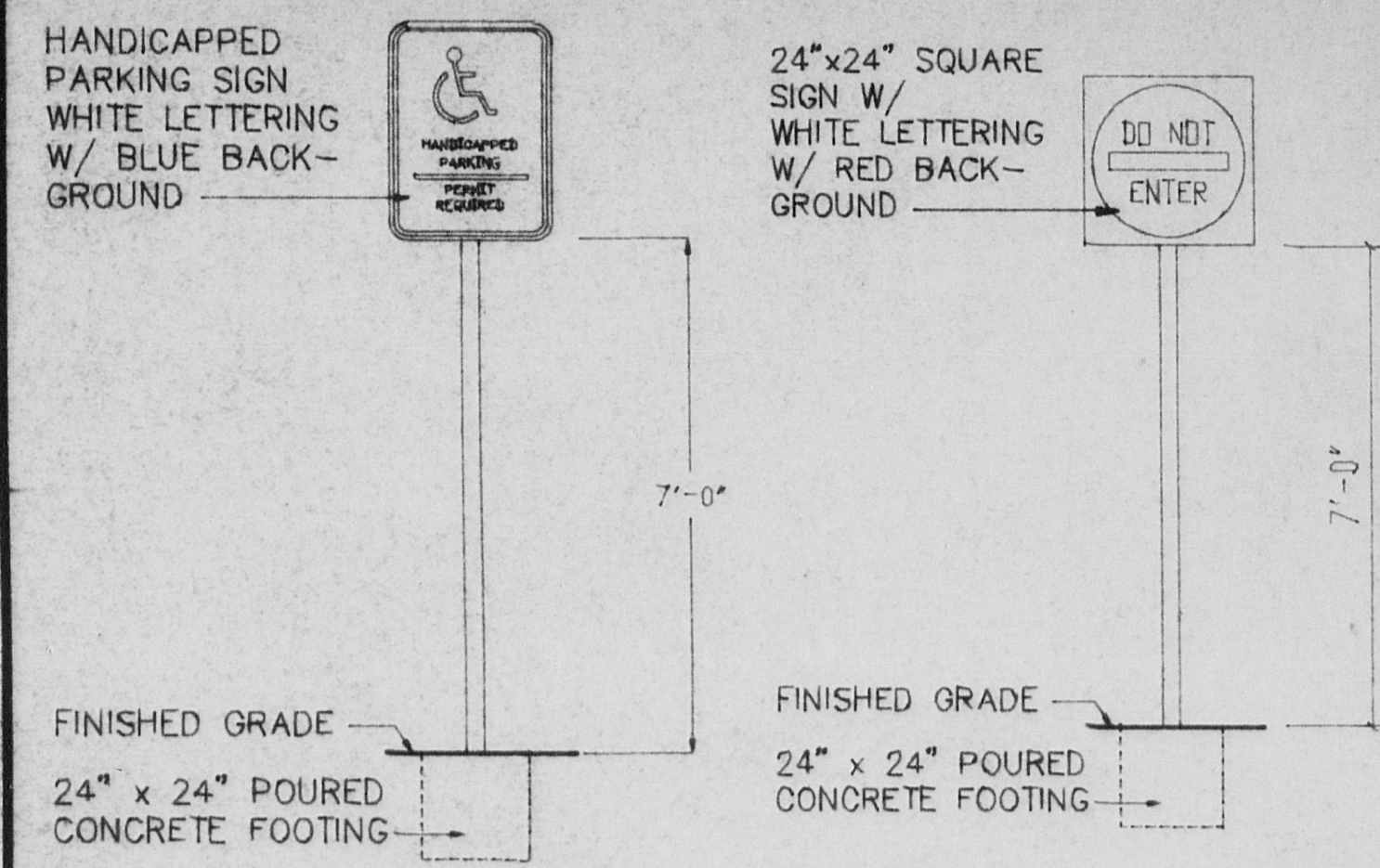
DATE	MARCH 23, 1992
DRAWN BY	MGR
CHECKED BY	PVC
SCALE	AS NOTED
PROJECT NO.	91302

A-2

PAT BARNHART

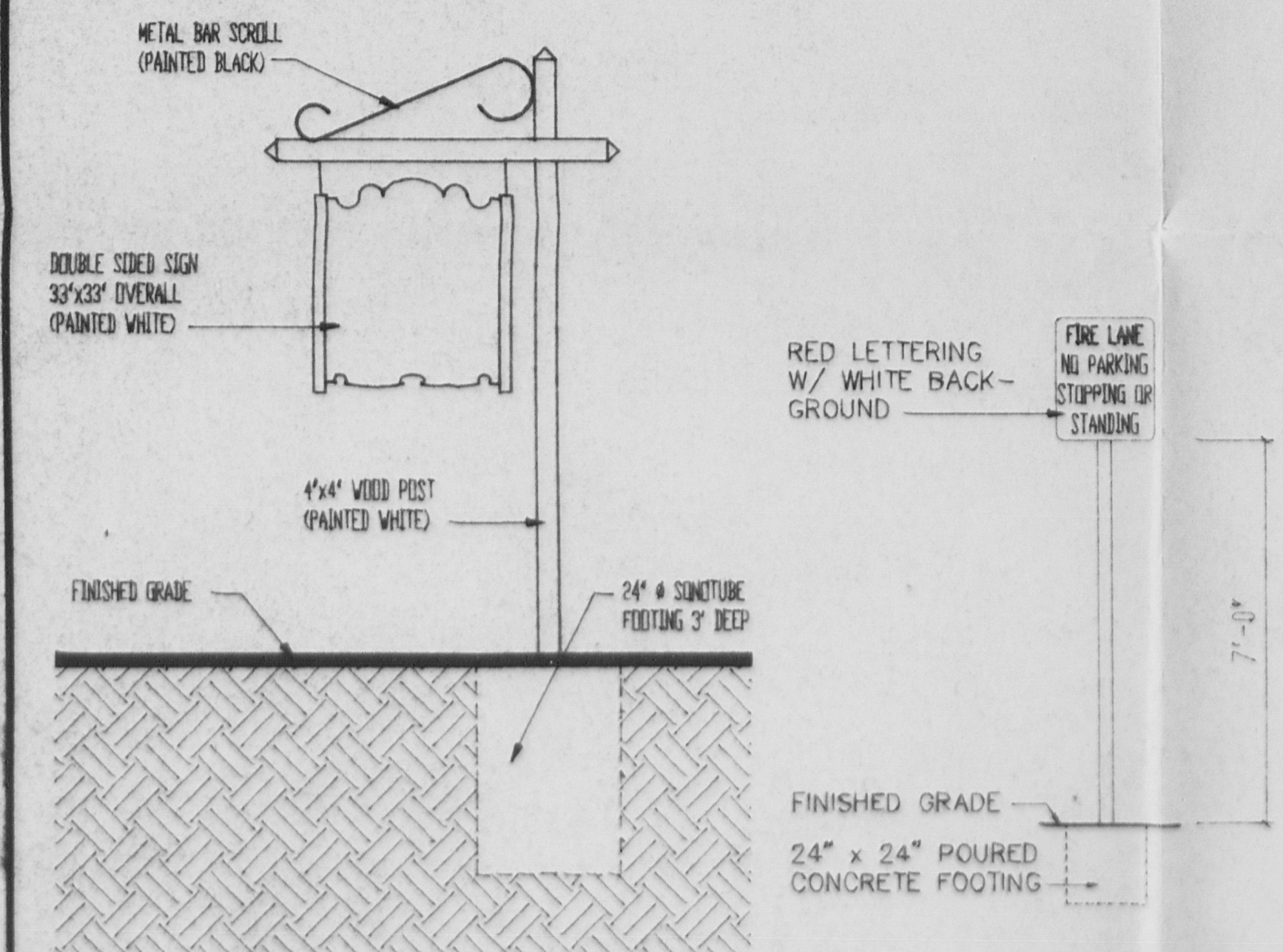


DUMPSTER ENCLOSURE DETAIL
SCALE: 1/4"=1'-0"



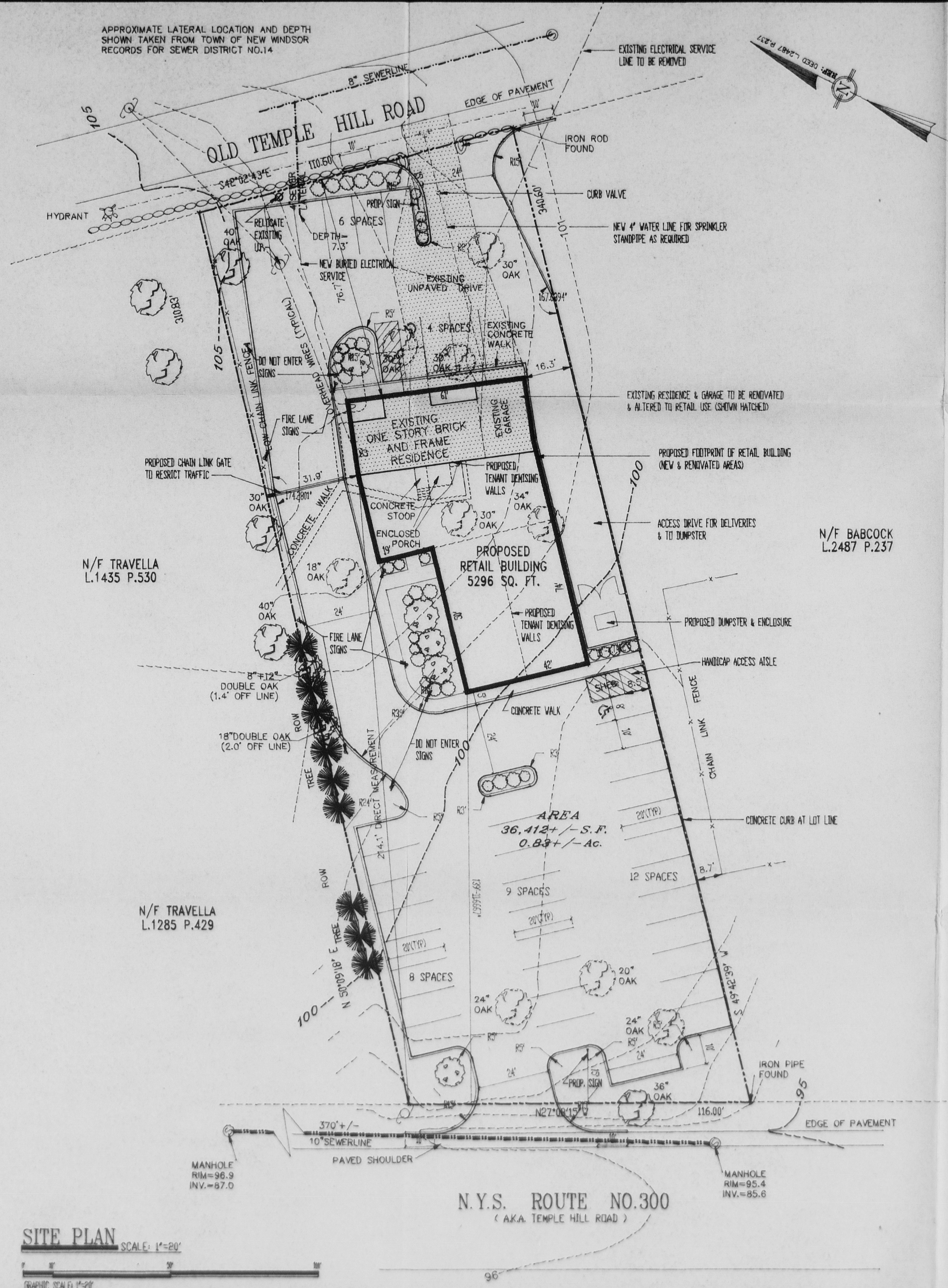
HANDICAP SIGN DETAIL
NO SCALE

DO NOT ENTER SIGN DETAIL
NO SCALE



SIGN DETAIL
SCALE: 1/2"=1'-0"

FIRE LANE SIGN
NO SCALE



SITE PLAN
SCALE: 1"=20'
GRAPHIC SCALE: 1"=20'



LOCATION MAP

ZONING REQUIREMENTS

DISTRICT C DESIGN SHOPPING USE 1			
SECTION 68, BLOCK 3, LOT 12			
ITEM	REQUIRED	PROPOSED	ZBA
LOT AREA	40,000 SF	36,412 SF	*
LOT WIDTH	200'	110.60'	*
FRONT YARD	60'	76.7'	-
SIDE YARD	30'	16.3' & 31.9'	*
BOTH SIDES	70'	48.2'	*
REAR YARD	30'	139'±	-
FRONTAGE	N/A	N/A	-
MAX. BLDG. HGT.	5.43' ALLOWED	16'±	-
FLOOR AREA RATIO	0.5	0.152	-
LOT COVERAGE	N/A	N/A	-

* INDICATES NONCONFORMING

PARKING REQUIREMENTS

REQUIRED:
1 SPACE PER 150 SQUARE FEET OF RETAIL AREA
5296 SQUARE FEET/150 = 35.31 SPACES REQUIRED

PROVIDED:
39 SPACES INCLUDING 2 HANDICAPPED

GENERAL INFORMATION

SURVEY INFORMATION:
FROM A SURVEY DATED 11/15/91 BY:
Grevas & Hildreth, P.C. LAND SURVEYORS
33 QUASSACK AVENUE, NEW WINDSOR, NEW YORK 12553
TEL: (914) 562-8867

APPLICANT & OWNER: ANTONIO DEDOMINICIS
P.O. BOX 327
CORNWALL, N.Y.

SIGN REGULATION:
COLUMN N, NO. 9 - 1 FREESTANDING SHOPPING CENTER
IDENTIFICATION SIGN ON EACH STREET FRONTAGE NOT
TO EXCEED 80 S.F., TOTAL ALL FACES - 160 S.F. ALLOW.

30.25 S.F. PROVIDED - BOTH SIGNS

LEGEND

- LOT LINE
- EASEMENT OR RIGHT OF WAY LINE
- SANITARY SEWER
- SANITARY SEWER CLEANOUT
- WATER LINE
- WATER LINE CURB VALVE
- EXISTING CONTOUR LINE
- PROPOSED CONTOUR LINE
- OVERHEAD ELECTRICAL LINE
- UTILITY POLE
- FIRE HYDRANT

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DATE	ISSUANCE	BY

DATE	REVISIONS	BY

CUOMO ENGINEERING
STEWART INTERNATIONAL AIRPORT, NEW WINDSOR, N.Y. 12553 (914) 567-0063
PROJECT TITLE: **PROPOSED RETAIL BLDG. FOR ANTONIO DEDOMINICIS**

SEAL

DATE	DECEMBER 12, 1991
DRAWN BY	MGR
CHECKED BY	
SCALE	AS NOTED
PROJECT NO.	91302

SP-1